

# **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

## **BOARD OF TRUSTEES**



**Regular Board Meeting  
August 09, 2018**



**Thursday, August 9, 2018**  
**AGENDA - REGULAR BOARD MEETING**

**Type: AGENDA - REGULAR BOARD MEETING**

**Time: 5:30 p.m.**

**Code: Regular #02-18/19**

**Location: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, 2930 Gay Avenue, San Jose, CA 95127; Board Room.**

**1. OPEN SESSION - CALL TO ORDER AND ROLL CALL**

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1.01 CALL TO ORDER / ROLL CALL -- BOARD PRESIDENT ESAU RUIZ HERRERA.

1.02 ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code Section 54957.7).

1.03 ADJOURNMENT TO CLOSED SESSION: The Board will adjourn to Closed Session at approximately 5:35 p.m. Open Session will resume approximately 60 minutes after the start of Closed Session.

**2. CLOSED SESSION**

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2.01 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957); Titles: (1) Principal; (2) Assistant Principal); and (3) Coordinator, Academic Services. DISCUSSION/ACTION.

2.02 CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (3 potential cases). DISCUSSION/ACTION.

2.03 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957). Title: Superintendent. DISCUSSION/ACTION.

**3. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM**

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3.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE BY BOARD PRESIDENT ESAU RUIZ HERRERA.

3.02 REPORT OF ACTION TAKEN IN CLOSED SESSION.

3.03 DISCUSSION AND/OR MODIFICATION(S) OF THE AGENDA. The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

**4. SPECIAL RECOGNITION / PRESENTATION**

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4.01 PRESENTATION: School Resource Officer's Program Presentation.

## **5. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD**

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5.01 "REQUESTS TO ADDRESS THE BOARD" provides members of the public an opportunity to speak to the Board about any matter under the jurisdiction of the Board and not otherwise on the agenda. Those who wish to address specific agenda items will have an opportunity to do so when that agenda item is introduced and presented during this meeting. Individuals wishing to speak are requested to proceed to the podium. There is a three-minute time limit for each speaker. The Board will automatically refer to staff any formal written requests that are brought before them at this time. Written matters may be placed on a future meeting.

## **6. COMMENTS AND COMMUNICATION**

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6.01 Teamsters.

6.02 California School Employee's Association (CSEA).

6.03 Alum Rock Administrator's Association (ARAA).

6.04 Alum Rock Educator's Association (AREA).

6.05 Superintendent.

6.06 Board of Trustees/Communications/Comments.

## **7. BOND / FACILITIES**

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7.01 INFORMATION: The Board will receive a written update on the status of Bond Projects.

7.02 INFORMATION/DISCUSSION: The Board will receive a written update on the Citizen's Bond Oversight Committee (CBOC).

## **8. CONTRACTS OVER \$100,000**

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8.01 ACTION: Approve San Jose Police Department, Secondary Employment Unit, for Middle Schools, Student Services, \$180,000.00.

8.02 ACTION: Approve AchieveKids, Special Education, \$188,714.00.

8.03 ACTION: Approve Maxim Healthcare Service, Inc., Student Services, \$100,000.00.

8.04 ACTION: Approve Think Together "Late Start Kinder Academy" at 9 schools, State & Federal, \$112,640.00.

8.05 ACTION: Approve Citizen Schools, ASES Program, at 4 schools, State & Federal, \$627,617.00.

8.06 ACTION: Approve YMCA of Silicon Valley- East Valley Branch, at 2 schools, ASES Program, State & Federal, \$234,576.00.

8.07 ACTION: Approve City of San Jose, Park, Recreation and Neighborhood Services, at Lyndale, ASES Program, State & Federal, \$113,123.00.

8.08 ACTION: Child Nutrition Services - RFP 1819-CNS01 Distribution of Commercial Food Products - Food and Nutrition Products, Paper Supplies, Cleaning Supplies and Delivery Services for the 2018-19 School Year, \$1,000,000.00.

8.09 ACTION: Assignment of United States Department of Agriculture (USDA) Commodities for 2018-2019 School Year, \$1,715,000.00.

8.10 ACTION: Approve CMAS Contract No.: 7-17-99-31-02 Mohawk Carpet Distribution, Inc., Maintenance Department, \$106,000.00.

## **9. SUPERINTENDENT/BOARD BUSINESS**

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9.01 DISCUSSION/ACTION: REQUEST TO CHANGE DATE OF SEPTEMBER BOARD MEETING. The Board will discuss and may change the date of the September 13, 2018 Regular Board Meeting to the week of September 17, 2018 in consideration of the travel calendar of a Board Member. The date that is being requested is Thursday, September 20, 2018.

9.02 ACTION: 2018-19 CSBA Membership Dues for the amount of \$13,122 per year, period from July 1, 2018 through June 30, 2019. CSBA Membership Dues are due by Friday, August 31, 2018.

9.03 ACTION: 2018-19 CSBA Education Legal Alliance (ELA) Membership Dues for the amount of \$3,280, period from July 1, 2018 through June 30, 2019. CSBA ELA Membership Dues are due by Friday, August 31, 2018.

9.04 DISCUSSION/ACTION: CALL FOR CSBA NOMINATIONS FOR DIRECTORS-AT-LARGE ASIAN/PACIFIC ISLANDER AND HISPANIC. Nominations are being accepted until Friday, September 28, 2018. The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board.

9.05 DISCUSSION/ACTION: Termination of Alum Rock Union Elementary School District's Contract with General Counsel, Leal and Trejo, APC.

9.06 DISCUSSION/ACTION: Direct Administration to seek an Independent Opinion from Legal Counsel, other than the ARUSD General Counsel, relative to California Government Code Section 1090, Conflict of Interest, and Del Terra Real Estate Services, Inc., specifically looking into issues that were raised in the past by ARUSD's previous Legal Counsel.

9.07 INFORMATION/DISCUSSION: Administration will provide a Verbal Report on the status of the Vietnamese Dual Language Immersion Program at Alum Rock Elementary School District.

9.08 DISCUSSION/ACTION: Construction Management Agreements for Measure I and Measure J. Terminate Contract between Alum Rock Union Elementary School District and Del Terra Real Estate Services, Inc., dba Del Terra Group for Construction Management of the ARUSD Bond Program.

9.09 INFORMATION/DISCUSSION/ACTION: Resolution No. 02-18/19. A Resolution of the Board of Trustees of ARUESD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto.

9.10 INFORMATION/DISCUSSION/ACTION: Resolution No. 03-18/19. A Resolution Requesting Board of Supervisors of the County of Santa Clara to Establish Tax Rate for Bonds of the Alum Rock Union Elementary School District Expected to be Sold During Fiscal Year 2018-19, and Authorizing Necessary Actions in Connection Therewith.

## **10. INSTRUCTIONAL SERVICES**

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10.01 ACTION: Title I- Authorization for School-Wide Program at Adelante II Dual Language Academy.

10.02 ACTION: English Language Learners-Reclassification Criteria.



10.03 ACTION: Seal of Biliteracy Achievement Awards - CRITERIA.

10.04 ACTION: Obsolete Materials: TCI.

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**11. BUSINESS**

11.01 INFORMATION/DISCUSSION: FISCAL EXPERT UPDATE. Dr. Donald Zimring, Fiscal Expert and Dr. William Gillaspie, Fiscal Advisor, in conjunction with Assistant Superintendent Kolvira Chheng, will provide a Fiscal Expert update to the Board.

11.02 INFORMATION/DISCUSSION: FCMAT UPDATE.

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**12. HUMAN RESOURCES**

12.01 INFORMATION Regarding Resignations.

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**13. CONSENT CALENDAR**

13.01 ACTION: Approval of Minutes for the following meetings: (1) June 14, 2018, Regular Board Meeting; and (2) July 12, 2018, Regular Board Meeting.

13.02 ACTION: Approve Contracts for Professional Services - Firms.

13.03 ACTION: Approval of Fundraising Activities.

13.04 ACTION: Acceptance of Vendor & Payroll Warrants-JUNE.

13.05 ACTION: Acceptance of Vendor & Payroll Warrants-JULY.

13.06 ACTION: Approve Multi-Function Copiers, Related Products, and Services Piggyback for Office Equipment and Related Technology and Services Contract #A77-2013 through Shasta Union High School District

13.07 ACTION: Approve/Ratify Notices of Employment and Changes of Status/August 9, 2018/Human Resources Department.

13.08 ACTION: Approve the Certification of Correction for the 2016-2017 Audit Report.

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**14. FUTURE BOARD AGENDA REQUESTS**

14.01 Requests from Board of Trustees and/or from the Public.

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**15. ADJOURNMENT**

15.01 President adjourns the meeting.

4.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: August 1, 2018

**Subject:** School Resource Officer Program Presentation

**Staff Analysis:** The School Resource Officer (SRO) program supports Alum Rock Middle Schools in providing a safe and positive school environment. Student and staff safety is a top priority along with providing mentoring services to ARUSD students. SRO's are present at five middle school campuses to establish and maintain positive relationships with administration, staff, students, and families.

**Presentation Only**

Submitted by: Norma Flores NF

Title: Director of Student Services

Approved by: Rene Sanchez

Title: Assistant Superintendent, Academic Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Presentation Only**

4.01  
Agenda Placement

  
Hilaria Bauer, Ph.D. Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

7.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

August 5, 2018

**Subject: UPDATE ON BOND PROJECTS**

The Board will receive a written update on the status of Bond Projects.

**INFORMATION**

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

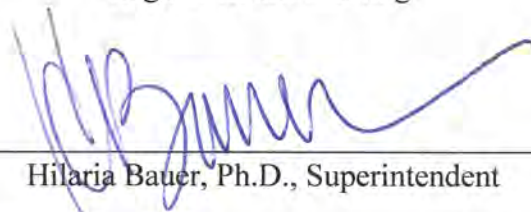
To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

Information/Update

7.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

7.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**


To the Board of Trustees:

Date: July 30, 2018

**Subject: Citizen's Bond Oversight Committee (CBOC)**

*The Board will receive a written update from the Citizen's Bond Oversight Committee.*

\*\*\*INFORMATION/DISCUSSION\*\*\*

Submitted by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**INFORMATION/DISCUSSION**

7.02  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

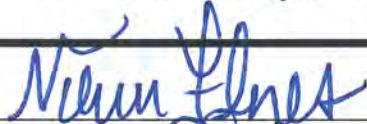
Date: July 27, 2018

Subject: San Jose Police Department Secondary Employment Unit

Staff Analysis: The School Resource Officer Program supports Alum Rock Middle Schools in providing a safe and positive school environment. Officers are present at ARUSD Middle Schools to establish and maintain positive relationships with administration, staff, families, students and community. Officer's also provide mentoring services to at-risk youth, promote the profession of police officer and serve as positive role models to our students.


Recommendation: Staff recommends the approval of the following contract with the city of San Jose Police Department for officers who are present daily at Alum Rock middle schools, ensuring the safety of students and the entire community of each campus. The estimated cost for the 2018-2019 school year is \$180,000.00

Submitted by:

  
Norma Flores

Title: Director of Student Services

Approved by:

  
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

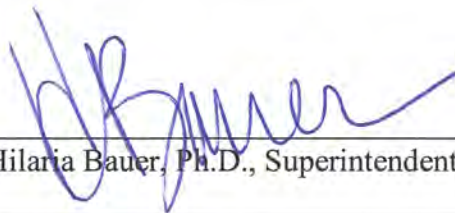
To the Board of Trustees:

Meeting: August 9, 2018

Recommended Approval

8.01

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 27 AM 9:19

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Student Services (School/Dept.)

VENDOR NO. 14025

PROGRAM MANAGER: Norma Flores

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: San Jose Police Department, Secondary Unit

Address: 201 W. Mission St. City: San Jose State: CA Zip: 95110

Phone: (408) 277-4980 Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_ or Fed I.D. #: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date August 21, 2018 end date June 30, 2019
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

SJPD Resource Officers support Alum Rock Middle Schools in providing a safe and positive school environment. Officers provide mentoring services to at-risk youth, promote the profession of Police Officer and serve as positive role models to students.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

       a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X b. **Other:** \$ 180,000.00 (describe rate agreement) Minimum of 4 hours

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	340	5210	5815	\$180,000.00	LCAP	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

8.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

Date: July 27, 2018

Subject: AchieveKids, Non Public School

Staff Analysis: The proposed contract is based on a valid IEP for two students that reside in Alum Rock. Achieve School is a certified, highly specialized nonpublic school that provides individualized instruction and behavior support services to autistic or severe behaviorally disordered students. The two students requiring this placement live in the Alum Rock District. Due to the severity of their disability a nonpublic school placement must continue.

Recommendation: Staff recommends the board approve the contract with AchieveKids for the 2018-2019 school year. The cost of this contract for the two students is \$188,714.

Submitted by:

  
Jean Gallagher

Title: Chief Special Services Officer

Approved by:

  
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

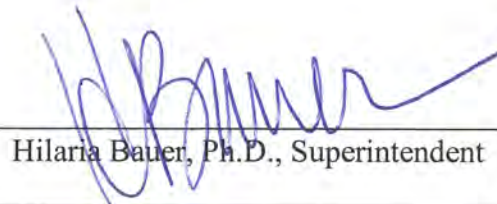
To the Board of Trustees:

Meeting: August 9, 2018

Recommended Approval

8.02

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED

2018 JUL 27 AM 10:04

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: 10558

Special Education (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

- ☐ MOU (negotiated Agreement) ☒ MASTER CONTRACT PARTICIPATION  
☐ Exhibit B & C (Fingerprinting and TB Test) ☒ Scope of Work/Proposal

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: AchieveKids

Address: 3860 Middlefield Rd City: Palo Alto State: CA Zip: 94303

Phone: ( ) Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: 77-0412221

**CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019

### CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals and other documentation if necessary.)

Tuition related cost for non public school for students residing in Alum Rock that require a NPS.

**COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

- ☒ a. **Fee Rate:** \$ 2@315.00 per day Not to Exceed 217 days of services.  
☒ b. **Other:** \$ 52,004 \$136,710 + 52,004 = 188,714

Describe rate agreement or other costs: 1:1 aide, counseling, OT, speech

**BUDGET CODE:** 08-380-1820-0-5100

### APPROVALS:

#### ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 7/16/18

Director of Fiscal Services: \_\_\_\_\_ Date: \_\_\_\_\_

Asst. Supt., of Business Services: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San José, CA 95127

8.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

Date: July 27, 2018

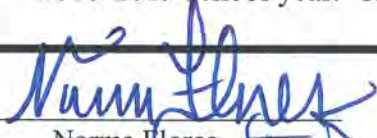
Subject: Maxim Healthcare Service, Inc.

Staff Analysis: Under current California law, school personnel other than licensed nurses may not administer insulin to diabetic students, even if the insulin injections are required under a Section 504 Plan or an Individual Education Plan (IEP)- *American Nurses Association et al. v. Jack O'Connell, et al. (2010) 185 Cal. App. 4<sup>th</sup> 393 (case #07AS04631)*.

The proposed contract with Maxim Healthcare Service will provide diabetes care (e.g., insulin administration, blood glucose checks, treatment for low and high blood glucose levels) for students with diabetes residing within the Alum Rock School boundaries. It is necessary that the services to be provided start immediately upon start of the school year in order to keep students medically safe.

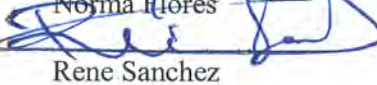
Recommendation: Staff recommends the board approve the contract with Maxim Healthcare Service for the 2018-2019 school year. The cost of this contract is \$100,000.

Submitted by:

  
Norma Flores

Title: Director II, Student Services

Approved by:

  
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 9, 2018

Recommended Approval

8.03

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUL 27 AM 11:29

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. 1

FROM: Student Services (School/Dept.)

VENDOR NO. 116815

PROGRAM MANAGER: Norma Flores

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Maxim Healthcare Service Inc.

Address: 7227 Lee Forest Dr. City: Columbia State: MD Zip: 21046

Phone: ( )

Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_ or Fed I.D. #: 52-1590951

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2018 end date June 30, 2019
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Maxim Healthcare Services will provide LVN services to students with medical needs at various ARUESD schools.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

☒ a. **Fee Rate:** \$ 50 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☐ b. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	340	32300	5815	100,000.00	Nursing	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

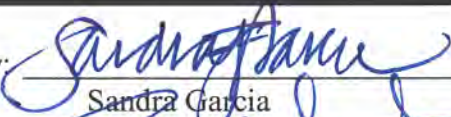
Date: July 30, 2018

Subject: Think Together “Late Start Kinder Academy” Contract for 2018-2019

Staff Analysis: Think Together will extend its Kinder Academy programs at designated schools up to two hours per day to provide morning activities for various elementary schools at ARUSD. The programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English Language Arts and Mathematics at Meyer, Ryan, Lyndale, Adelante, Hubbard, Linda Vista, McCollam, McEntee/Russo and Painter.

Recommendation: Staff recommends the board approve the contract with Think Together for before school services for the 2018-2019 school year. Cost of “Late Start Kinder Academy” Contract is \$112,640.00.

Submitted by:

  
Sandra Garcia

Title: Director of State & Federal Programs

Approved by:

  
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

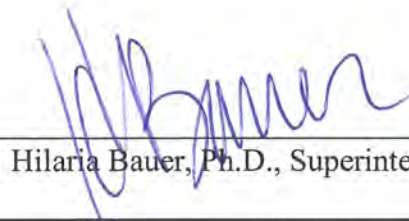
To the Board of Trustees:

Meeting: August 9, 2018

Recommended Approval

8.04

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED

2018 JUL 30 PM 2:13

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: State & Federal (School/Dept.) VENDOR NO. 21410

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Think Together  
Address: 550 Valley Way City: Milpitas State: CA Zip: 95035  
Phone: (408) 946-2727 Fax: ( )  
SSN: \_\_\_\_\_ Fed I.D. #: 77-044-1284  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. One line description for Governing Board Report: Think Together will extend its Kinder Academy Programs at designated schools by up to two hours per day to provide morning activities for students enrolled in "LATE START" Kindergarten classes.
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:  
Think Together Programs shall offer activities that complement and reinforce classrooms instruction offering foundational skill-building in English/Language Arts and Mathematics.
4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)
- a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.
- X   c. **Other:** \$ 112,640.00 (describe rate agreement) Not to Exceed \$112,640.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<b>03</b>	<b>360</b>	<b>5050-0</b>	<b>5815</b>	<b>112,640.00</b>		
		<b>"Master Contract"</b>				

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.



Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

Date: July 30, 2018

Subject: Citizen Schools ASES Contract for 2018-2019

Staff Analysis: Citizen Schools will expand their school support model in the 2018-2019 school year at **George, Renaissance at Fischer, Renaissance at Mathson and Sheppard Middle Schools**. Citizen Schools provides after school homework assistance, science, technology, engineering, math enrichment opportunities, mentoring and apprenticeships. All program costs are paid by the After School Education and Safety (ASES) and 21<sup>st</sup> Century grant.

Recommendation: Staff recommends the board approve the contract with Citizen Schools for the 2018-2019 school year. Cost of contract is \$627,617.00.

Submitted by:

  
Sandra Garcia

Title: Director of State & Federal Programs

Approved by:

  
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

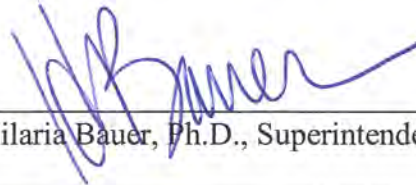
To the Board of Trustees:

Meeting: August 9, 2018

Recommended Approval

8.05

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUL 30 PM 2:58

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: State & Federal (School/Dept.) VENDOR NO. 21447

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: CITIZEN SCHOOLS

Address: #1\* Congress Street City: Boston State: MA Zip: 02210

Phone: (611) 695-2300 Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: 04-325-9160

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates August 1, 2018 to June 30, 2019

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:  
After School Education and Safety Program at Renaissance@ Fischer, Sheppard, George and Renaissance@ Mathson.
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:  
Citizen Schools will provide after school homework assistance, apprenticeship mentoring, science, technology, engineering, arts and math enrichment opportunities.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.

c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) Not to Exceed \$627,617.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	1386-0-	5815	627,617.00	ASES	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue

San José, CA 95127

8.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

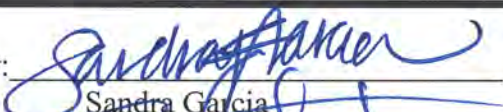
Date: July 30, 2018

Subject: YMCA Silicon Valley-East Valley Branch ASES Contract for 2018-2019

Staff Analysis: The YMCA will provide after school homework assistance, science, technology, engineering, and arts enrichment programs at **LUCHA and Adelante II Dual Language Academy**. Math and English Language Arts support will also be provided for students. The goals of the after-school programs are to promote academic success, higher integration into the school system and healthy development of participating students. All program costs are paid by the After-School Education and Safety (ASES) grant.

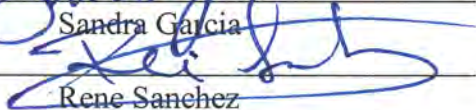
Recommendation: Staff recommends the board approve the contract with the YMCA if Silicon Valley-East Valley Branch for after school services for the 2018-2019 school year. Cost of contract is \$234,576.00.

Submitted by:

  
Sandra Garcia

Title: Director of State & Federal Programs

Approved by:

  
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

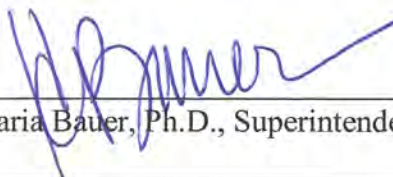
To the Board of Trustees:

Meeting: August 9, 2018

Recommended Approval

8.06

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 30 PM 3:32

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: STATE & FEDERAL (School/Dept.) VENDOR NO. 13882

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: YMCA OF SILICON VALLEY - EAST VALLEY BRANCH

Address: 80 SARATOGA AVENUE City: SAN JOSE State: CA Zip: 95051

Phone: (408) 298-1717 Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: 94-1156318

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates AUGUST 1, 2018 to JUNE 30, 2019

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:

After School Education & Safety Program at LUCHA & ADELANTE II Dual Language Academy.

- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

The after school education & safety program the YMCA provides after school homework assistance, science, technology, arts and math enrichment along with nutrition education.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.

c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) Not to Exceed \$234,576.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	1386-0-	5815	234,576.00	ASES	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San José, CA 95127

8.07

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

Date: July 30, 2018

Subject: City of San Jose ASES Contract for 2018-2019

Staff Analysis: The City of San Jose will provide after school homework assistance, science, technology, engineering, and arts enrichment programs at **Lyndale**. Math and English Language Arts support will also be provided for students. The goals of the after school program are to promote academic success, higher integration into the school system and healthy development of participating students. All program costs are paid by the After School Education and Safety (ASES) grant.


Recommendation: Staff recommends the board approve the contract with the City of San Jose for after school services for the 2018-2019 school year. Cost of contract is \$113,123.00.

Submitted by:

  
Sandra Garcia

Title: Director of State & Federal Programs

Approved by:

  
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 9, 2018

Recommended Approval

8.07

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

**RECEIVED  
PURCHASING**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: State and Federal Dept.  
(School/Dept.)

VENDOR NO. 2018 JUL 30 PM 3:26  
16151

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

2. Name of Individual/Company: City of San Jose, Parks, Recreation and Neighborhood Services- (After School Education and Safety Program)

Address: 200 E. Santa Clara Street City: San José ST: CA Zip: 95113

Telephone: (408) 535-3576

Fax #: (408) 292-6299

SSN: \_\_\_\_\_ Fed I.D.#: \_\_\_\_\_

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019.

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. One line description for Governing Board Report:

After School Education and Safety Program at Lyndale Elementary School

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals, exhibits and other pertinent documentation:

1. City of San Jose will provide a minimum of 84 students with a comprehensive program that includes tutoring, homework assistance, literacy, recreation and sports, arts, nutrition, science, technology, engineering, art and math enrichment opportunities, every day school is in session from the end of the school day until 6:00 p.m.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c).

     N/A a. **Fee Rate:** \$      per hour/day of service as may be requested by ARUESD, not to exceed a maximum of      hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

     N/A b. **Flat Rate:** \$      to be the total payment to the Contractor including travel and/or other expenses.

  x   c. **Other:** \$113,123.00 (describe rate agreement) monthly reimbursement payments to the Contractor including travel and/or other expenses and 15% of total grant award for administrative expenses. Each party will ensure direct expenditures fall within 85% of the total grant award: Lyndale: \$113,123.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	1386-0-	5815	\$113,123.00	ASES	

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

Date: August 9, 2018

**Subject:** **Child Nutrition Services – RFP 1819-CNS01 Distribution of Commercial Food Products- Food and Nutrition Products, Paper Supplies, Cleaning Supplies and Delivery Services for the 2018-19 School Year**

**Staff Analysis:** The Child Nutrition Services Department (CNS) sent out an RFP (Request for Proposal) for non-commodity foods items and supplies. Only 4 vendors submitted RFP's. Basis for the award was based on price (70%), Service Satisfaction and Previous Performance (10%), Delivery (10%) and Safety Record and Controls (10%). P and R Paper Supply and Sysco of San Francisco were the awarded vendors. The estimated cost for P and R Paper supply will be \$170,000.00 and \$820,000.00 for Sysco of San Francisco. The total for both vendors for 2018-2019 is \$1,000,000.00.

Subject to the provision of pricing-terms of contract, and pursuant to Ed. Code 17596 and 81644, this RFP may be extended by mutual consent for two additional fiscal years.

**Recommendation:** Staff recommends approving the use of these vendors for the purchase of non-commodities food and supplies for the 2017-2018. A full copy of the RFP is available for review in the Child Nutrition Services Department.

Submitted by: Mary H. Fell, SNS Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 9, 2018

**Recommend Approval**

8.08  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

APPROVED: \_\_\_\_\_ NOT APPROVED: \_\_\_\_\_ TABLED: \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Required Pre-Approval Form for Contracts \$5,000 or more

**NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.**

Type of Contract: Employee Contract ☒ Contractor Agreement ☐ MOU

School/Department: Child Nutrition Services Department Date: July 25, 2018

Requested by: Mary H. Fell

Name of Company/Individual  
to be contracted: P and R Paper Supply and Sysco of San Francisco

Address: P & R - 1898E. Colton Ave. Redlands CA and Sysco 5900 Stewart Ave. Fremont CA

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Dates of Services: August 1, 2018- July 30, 2019

Services to be provided: P and R Paper Supply will provide papergoods such as trays, sporks, napkins. Sysco will provide non-commodity based food items, such as condiments, breakfast cereals, center of the plate entrees, water, canned items.

RFP award to P&R at \$170,000. and Sysco at \$820,000.

Estimated Cost: \$1,000,000.00 Budget code: 13-480-37000-4300

Supervisor's Signature:  Date: \_\_\_\_\_

Approved:

☒ Yes

☐ No

**APPROVED**



Sysco of San Francisco - RFP Agreement and prices



SYSCO

## ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

### REQUEST FOR PROPOSAL RFP- No. 1819- CNS01 Distribution of Commercial Food Products CHILD NUTRITION SERVICES

Date	Event
June 8,9 and June 5, 16	Release and advertisement of RFP #1819-CNS0CNS
July 3	Deadline for submission of written questions to the District concerning RFP #1718-CNS01
July 6	Deadline for all submissions of RFP #1718-CNS01 and opening of RFP
July 9	Evaluation of Proposals
July 13,2018	Estimated date of RFP Award Notification /s sent out
July 12,2018	Estimated date of approval by the Board of Trustees

**Deliver to:** Alum Rock Union Elementary School District  
Child Nutrition Services Department  
2930 Gay Avenue  
San Jose, CA 95127

**Contact:** Child Nutrition Services  
Mary Fell, Director  
Office: 408-928-6903, Fax: 408-928-6413  
mary.fell@arUSD.org

## **NOTICE TO BIDDER'S REQUEST FOR PROPOSAL # 1819-CNS01**

The Alum Rock Union Elementary School District will receive sealed Request for Proposal (RFP) from providers of commercial food products and service for the District's Child Nutrition Program.

RFP'S must be received prior to **2:00:00 p.m.** RFP'S must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Alum Rock Union Elementary School District, Child Nutrition Services Department – Attention Mary H. Fell, 2930 Gay Avenue, San Jose, CA 95127,

RFP'S received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularities in the bidding process.

Copies of the RFP documents may be obtained from the Alum Rock Union Elementary School District, Child Nutrition Services, 2930 Gay Avenue, San Jose, CA 95127. If requesting a soft copy of the RFP please contact Mary H. Fell, SNS – Child Nutrition Services Director at 408-928-6903 or email at [mary.fell@arUSD.org](mailto:mary.fell@arUSD.org).



**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

**Child Nutrition Services**

**2930 Gay Avenue**

**San Jose, California 95127**

**Telephone (408) 928-6903**

**FAX (408) 928-6413**

**REQUEST FOR PROPOSAL (RFP)- COVER SHEET**

**COMMERCIAL FOOD PRODUCTS AND SERVICES**

**REQUEST FOR PROPOSAL #1819-CNS01**

This is a request for proposal (RFP) for COMMERCIAL FOOD PRODUCTS AND SERVICES (#1819-CNS01) for the Alum Rock Union Elementary School District for the 2018-2019 School- Year. An RFP packet may be obtained from the Child Nutrition Services Department or by calling 408-928-6903. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

**MAIL OR DELIVER RFP TO:**

The RFP shall be delivered or mailed to the attention of:

Alum Rock Union Elementary School District  
Child Nutrition Services Department, BLDG #500  
2930 Gay Avenue, San Jose CA 95127  
ATTN: Mary H. Fell  
Commercial Food Products (#1819-CNS01)



### General Terms and Conditions

**General** - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Companies interested in proposing should request appropriate documents from Mary H. Fell at the address listed below, email [mary.fell@arUSD.org](mailto:mary.fell@arUSD.org) or for document assistance call Mary H. Fell at (408)928-6903.

**RFP's** - To receive consideration, RFP's shall be made in accordance with the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All bidders will be responsible for obtaining any addendums or revisions to the RFP. Questions or comments regarding this RFP must be put in writing and received by the Alum Rock Union Elementary School District - Attention - Mary Fell no later than midnight July 3<sup>rd</sup>. Questions are to be e-mailed to [mary.fell@arUSD.org](mailto:mary.fell@arUSD.org). The Alum Rock Union School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than instructed above.

**Deadline for Receipt of RFP's** - RFP's will be received prior to 2:00:00 p.m. on July 6th, after which time RFP's will be publicly read out. RFP's are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing an RFP must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of bidder and submitted to:

Alum Rock Union Elementary School District  
Child Nutrition Services  
Attn: Mary H. Fell  
2930 Gay Avenue  
San Jose, CA 95127

- It is the responsibility of the vendor to ensure that the RFP is submitted on time and to the authorized agent. Any RFP received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any or all proposals and to waive any formality or irregularities in the RFP.
- Questions regarding the RFP and/or RFP documents will only be accepted if submitted in writing. Questions can be submitted to Mary H. Fell by email: [mary.fell@arUSD.org](mailto:mary.fell@arUSD.org) or fax: (408) 928-6413.

**RFP's/Proposals:** To receive consideration, RFP's/Proposals shall be made in accordance with the following terms:

1. **The RFP** - All items on the form should be stated in figures and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in blue ink. An authorized officer shall sign the RFP under the correct firm name.
2. **"FAX" RFP's** - Facsimile copies of RFP's will not be accepted.
3. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a RFP which meets all of the specifications set forth in the RFP.

4. **WITHDRAWAL OF RFP** - RFP's may be withdrawn by the bidders prior to the time fixed for the opening of RFP's, but may not be withdrawn for a period of sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation prior to the time established for RFP opening must be submitted.
5. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
6. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate" or of similar intent, will be considered as non-responsive to the specific item.
7. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the RFP form. Taxes shall not be included. Errors may be crossed off and corrections made prior to RFP opening only, and must be initiated in blue ink by the person signing the RFP or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Santa Clara County for products listed herein. Equivalent products offered will be evaluated and approved based on a comparison of the proposed equivalent product's nutritional information and/ or child nutrition label information, ingredients list, appearance and taste to that of the specified product. The determination of equivalency shall be based solely on the opinion of the District.
8. **TAXES** - Taxes, whether Local, State or Federal, shall not be included in the proposal price term.
9. **PERFORMANCE GUARANTEE** - The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.
10. **BRAND NAME AND NUMBER** - The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the RFP form. Should any item for which bids are requested be patented, or otherwise protected or designated by a particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. The District shall have the right to request specifications of the proposed item. Such substitution shall be accepted only if deemed by the Director of Child Nutrition Services to be equal in all respects to that specified. If samples are requested by the Director of Child Nutrition Services for this determination, they shall be submitted in accordance with Paragraph 11, except that they may be submitted after the RFP opening.

11. **SAMPLES** - Samples shall be furnished free of cost to the District after the RFP opening. If requested, they are to be sent within seven (7) days to: Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, unless otherwise specified. The District reserves the right to reject the RFP of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, RFP number and date of the RFP opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Director of Child Nutrition Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks or damage to samples whatever the cause.
12. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of the test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of the law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
13. **DISTRICT REQUIREMENTS**- The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP are required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
14. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same RFP. RFP's shall remain open and valid and subject to acceptance for sixty (60) calendar days after the RFP opening.
15. **ALL RFP EXCEPTIONS** - All exceptions which are taken in response to this RFP must be stated clearly. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the RFP. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which are not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.
16. **AWARDS** - The District reserves the right of determination that items bid meet or do not meet RFP specifications. Further, the Board of Education reserves the right to accept or reject any or all RFPs and to waive any informality or irregularities in the bidding.

17. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms Instructions and Conditions.
18. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip/ invoice.
19. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at the time of delivery.
20. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to comply with the terms of the RFP, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
21. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP. Also, the bidder may be required to file proof of such insurance, naming Alum Rock Union Elementary School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident; \$2,000,000 aggregate. Property Damages shall be \$1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage in an amount of no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing/Procurement Manager regarding cancellation nonrenewal or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.
22. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA.



95127. Invoices shall be submitted under the same firm name as shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

23. **STATEMENT** - The successful bidder(s) shall render bills or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at time of delivery, and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. A copy of this credit, priced and extended, shall be mailed with corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements to the following name and address:

Alum Rock Union Elementary School District  
Child Nutrition Services  
2930 Gay Avenue  
San Jose, CA 95127  
Attention: Aurora Amutan  
[aurora.amutan@arUSD.org](mailto:aurora.amutan@arUSD.org)

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the months of June and September, which shall be the 30th. Please state discounts terms for weekly payment. Statement may be submitted weekly for term discount or monthly for no term discount. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements

24. **VELOCITY REPORT** - The District reserves the right to request velocity reports throughout the course of contract for any and all items ordered. Velocity reports will be delivered via email to better assist for inventory tracking purposes.
25. **APPLICABLE 'BUY AMERICAN' PROVISIONS** - The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d).Section 104(d) of the William F. Goodling Child Nutrition Reauthorization 1998 (Public Law 05-336) added a new provision, Section (12) of the NSLA (42USC760(n), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable, The Buy American provisions of Public Law (PL 100-237) requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP to include the CACFP Program. Two situations which may warrant a waiver to permit purchases of foreign food products are:1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural

commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product
- It is therefore required that bidders responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.
- The successful bidder shall provide documented proof of compliance with this provision at the request of District.
- The "Buy American" provision of Public Law (P.L.) 105-336 allows for an exception when the recipient agency, Alum Rock Union School District, determines that the following instances apply to non-domestic produced products.
- Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S;
- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality;
- The cost of U.S. produced food products is significantly higher than foreign products.

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S. produced item, that contains 51% or more domestically grown commodities, is ten-percent (10%) or more in price than the non-domestic product.

26. **LOCALLY GROWN AND PRODUCED PRODUCTS** - The District prefers locally-grown products whenever possible and has a goal of procuring, at minimum 40% locally grown and produced. The District's definition of local includes two tiers: 1) Grown and produced within a 250 miles radius from San Jose, Ca. 2) Grown and produced within the state of California. If California or U.S. grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by the USDA is acceptable, and be approved by the Director of Child Nutrition Services.
27. **FUEL CHARGES** - Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
28. **MULTI-YEAR EXTENSIONS:** Subject to the provision of pricing-terms of contract, and pursuant to Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years. The renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract. The extension may be granted on a year by year basis provided that the following conditions are being met:
- The District has deemed the products and services of the vendor satisfactory.
  - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the San Francisco Area Consumer Price List for the current year with a maximum of 5% per contract term.

- Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.

**29. LIMITATIONS** - The District shall not be obligated to accept the lowest priced RFP, but will be evaluating proposals with the intent of awarding to responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the proposer with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality or irregularities in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best proposal meeting all the criteria specified in the proposal and is in the best interest of the District.

**30. AWARD** - The District reserves the right to reject any and all proposals without explanation or recourse and to negotiate with companies submitting a proposal. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

1. The award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP.
2. Items are combined into categories to the extent possible will be awarded by category paper goods and cleaning supplies, refrigerated, non-refrigerated, frozen, snack items and shelf stable beverages.
3. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.
4. The committee may investigate the qualifications of the bidder/vendor under consideration, and/or require confirmation of information furnished by the bidder/vendor, and require additional information and/or evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the vendor.
5. The committee will make a recommendation to the Director of Child Nutrition Services.
6. The Director of Child Nutrition Services as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue intent to Award Letter to the successful bidder. The award will be formally made by the Alum Rock Union Elementary School District Board of Education.

**31. BASIS OF AWARD**

It is the intent of the Board of Trustees of the Alum Rock Union Elementary School District to award the RFP on the basis of service, quality, price and general adaptability for school food service use and in accordance with the specifications herein. Parties will be assigned a score based on these criteria. Seventy (70) percent based on price, ten (10) percent based on Service Satisfaction and Previous Performance, ten (10) percent based on Delivery and ten (10) percent based on Safety Record and Controls. Commercial Food Products vendor shall be awarded the bid for service between August 1, 2018 and July 31, 2019.

1. The Alum Rock Union Elementary School District reserves the right to reject any and all quotations and to waive any formality in the bidding.
2. Awarded vendor will be required to enter into a contract with Alum Rock Union Elementary School District.
3. District reserves the right to accept or not accept proposals with a minimum delivery amount.



### **32. PROPOSAL PROTEST PROCEDURES**

- A. Protest Procedures:** Any proposer may file a Protest. Only those proposers who have actually submitted a proposal on the project shall have the right to file a Protest. The protest shall be received in writing by the District's Child Nutrition Services Director no later than 3:00 p.m. at the conclusion of the fifth (5<sup>th</sup>) business day following the date of the proposal opening. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided and by filing the protest, protesting proposer consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- B. Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged pursuant to these procedures.
- C. Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. District will issue a written decision with thirty (30) business days of receipt of the Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved in the Protest.
- D. Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail from which questions and responses may be provided to:

**Alum Rock Union Elementary School District  
Business Services Department  
2930 Gay Avenue  
San Jose, CA 95127**

- E. Appeal Review and Finality:** The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Business Services or the Hearing Officer shall be rendered with fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- F. Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed

notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

- G. **Waiver:** The procedures and time limits set forth in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing a claim pursuant to the California Government Code, or filing of any other legal proceedings.

### 33. PROVISIONS:

- A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District
- B. **Binding Effect** - This Agreement shall insure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.
- C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- E. **Entire Agreement** - This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understanding, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder(s), by the execution of his/her signature on the RFP Form acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District's, its officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.
- H. **Prevailing Law** - In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.
- I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

- J. **Permits and Licenses** - The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishings of materials, articles or services herein listed. All operations and materials, goods and services shall be in accordance with law.
- K. **Toll Charges** - If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.) the successful bidder(s) shall accept charges for such calls on a reverse charge basis.
- L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFP's, the RFP Instructions and terms of conditions, specifications and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- M. **Independent Contractor** - While engaged in carrying out and complying with terms and conditions of the contract, the bidder(s) agrees by his/her signature on the RFP Form that he/she is an independent contractor and not an officer, or employee or agent of the District.
- N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.
- O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty (30) days advance written notice of an intention to terminate. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination. Vendor shall be entitled to no further compensation or payment of any type from the District.
- P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty (60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.
- Q. **Cancellation For Insufficient Or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
- R. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in, or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written e-mail request for clarification and the response thereto will be e-mailed to all bidder(s). Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued shall be incorporated into the proposal.
- S. **Product Shortages** - If the successful bidder(s) is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.



- T. **Failure to Fulfill Contract** – When vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may at its sole discretion, annual and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage to the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be the liability against such vendor and his sureties. The District reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Trustees, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.
- U. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents and representatives who been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.
- V. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor pertaining to this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

#### 34. Certifications

- A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
- Section 306 of Clean Air Act (42 U.S.C. 1847(h)): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>.
  - Section 508 of the Clean Water Act (33 U.S.C. 1368); <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>.
  - Executive Order 11738; <http://www.epa.gov/isdc/col11738.htm>.
  - Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. ([http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab\\_0s.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_0s.tpl)).
- Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPS's List of Violating Facilities.



**C. Suspension and Debarment Certifications**

The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

**D. Lobbying**

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (&CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

**E. Energy Policy and Conservation Act:**

The Vendor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. <http://legcounsel.house.gov/Comps/EPCA.pdf>.

**F. Contract Work Hours and Safety Standards Act Compliance**

<http://www.dol.gov/compliance/laws/comp-cwhssa.htm>. In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

**G. The Certification Regarding the Iran Contracting Act**

**H. The Contractors Certification - Regarding Drug Free Workplace**

**I. The Contractors Certification - Alcoholic Beverages and Tobacco Free Workplace**

**J. The Contractors Certification - Worker Compensation**

**K. Clean Air and Water Certification**

**L. Equal Opportunity**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

**DISTRICT**

Alum Rock Union Elementary School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Address:**

2930 Gay Avenue

San Jose, CA 95127

Phone No: (408) 928-6903

Fax No: (408) 928-6413

**PROVISIONER**

*Cysco Food Service*

By: *CHRISTINA HERRERA*

Title: *Program Sales Manager*

**Address:**

*5960 STEWART AVE*

*FREMONT CA 94528*

Phone No: *510-226-2211*

Fax No. \_\_\_\_\_

**Service Level Agreement**

**Commercial Food Products and Services**

**Beverages, Frozen and Refrigerated Food, Snacks, Bread and Cereal, Cleaning and Paper Supplies**

Below are the details of the service expectations from the successful bidder upon receiving the award for this RFP. Successful bidder must understand and agree to the following levels of service if they are to enter into an agreement with Alum Rock Union Elementary School District. It is very important that the bidder understands that the District's Commercial Food Products and Services RFP not only includes purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge.

**General Instructions:** RFP's are requested for furnishing juice and dairy products and services for the period of (1) year and the possibility of two (2), one (1) year extensions. This RFP will be from August 1, 2018 - July 31, 2019.

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30 days' notice.
2. All commercial food products specified will be purchased from the successful bidder selected. The District reserves the right to add or remove product as necessary due to school demand.
3. **HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM** – The Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. **A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal.**

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and stored in accordance with the health and sanitation standards for the County of Santa Clara or local/city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

In the event of a product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

**ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY PARAMETERS WILL BE REJECTED**

4. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs; upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
5. Advanced approval by Director of Child Nutrition Services or designee must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
6. Quarterly the successful bidder shall submit a complete listing with usages of all product purchased by the District.

7. All invoices and statements shall be sent to: Alum Rock Union Elementary School District, 2930 Gay Avenue, San Jose, CA 95127 - Attention: Child Nutrition Services.
8. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
9. District reserves the right to accept or not accept proposals with minimum delivery amount.
10. Any product recalls must be provided within 24 hour of recall to the Child Nutrition Service Department.

**Delivery – Five (5) Middle Schools and District Warehouse- Monday and Wednesday**

1. Two weekly deliveries of food items are to be made to six drop sites each delivery day with Ocala Kitchen placed first on the route. All deliveries to be made within the District, as ordered by Operations Supervisor.
2. Deliveries shall be Monday and Wednesday between the hours of 6 a.m. and 11:00 a.m. with no minimum order required. The Child Nutrition Services Operations Supervisor shall order no later than Thursday of the previous week.
3. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Child Nutrition Services Department.
4. When a food order is delivered to a school site on a pallet, the pallet must be broken down, items off-loaded to a designated receiving area and pallets picked-up. The District will not be responsible for pallets left at the school sites. Only food deliveries to the District Warehouse can be delivered and dropped off on pallets.
5. All frozen goods shall be delivered in freezer trucks maintaining goods at 0 degrees Fahrenheit or less. All refrigerated goods shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Products are not acceptable if thawed and refrozen.
6. No additional charge for delivery, drayage, freight, packing, insurance, license fees, permits, taxes or any other purposes will be allowed over and above the prices of these RFP.
7. When a delivery is made to a school site, one copy of the delivery tag/invoice is itemized and left with a designated representative. All delivery tickets/invoice must be verified by the designated representative. The invoice must be signed by the designee receiving the food and/or supplies. The invoice shall contain the following: purchase order number, item number, item description, quantity, unit price and extended totals.
8. Any information regarding shorted items/orders must be forwarded directly to Child Nutrition Services Department **prior to delivery** at the following phone number: 408-928-6904. Any issues/changes on deliveries or other emergency communications shall be reported directly to Child Nutrition Services Department by the vendor's authorized representative at the aforementioned phone number.
9. Any products shorted on the regular delivery days shall be redelivered or replaced with an acceptable substitute within 24-hours.
10. Products not meeting the District quality standards shall be replaced within 24 hours by the vendor at no additional cost.
11. Substitutions shall be rejected unless specific authorization by Alum Rock Child Nutrition Services is secured in advance.
12. Substitutions- in the event of product shortage, an equivalent substitution may be made only if it is equivalent in nutritional value and meal contribution to the ordered item. A nutritional specification sheet of the substitutable item must accompany the vendor's request to substitute an item. **ALL substitutions must be approved by Child Nutrition Services prior to delivery to ensure the item is equivalent.**

### Ordering Procedures

1. Orders will be placed with vendor weekly on Thursday mornings prior to the week of delivery
2. The authorized representative will place orders for the school district to the representative of the company awarded the RFP.
3. Orders will be placed through electronic mail or by telephone.
4. The Vendor is required to maintain a log/report of all quantities delivered for all products to the school sites. These reports are required to be submitted on a quarterly basis to the Child Nutrition Services Department.
5. The authorized representative will place orders, as products are needed. The authorized representative shall be notified via telephone or electronic mail if an item requested is out of stock at the vendor's facility.
6. Attached to this RFP is a listing of commercial food products ordered by Alum Rock Union Elementary School District

### Points of Delivery- Monday and Wednesday

No delivery dock at school sites. Delivery dock at district office warehouse. Delivery driver to unload and drop pallets in designated area.

Ocala	2800 Ocala Avenue	San Jose 95148
Fischer	1720 Hopkins Drive	San Jose 95122
Mathson	2050 Kammerer Avenue	San Jose 95116
Sheppard	480 Rough and Ready Road	San Jose 95133
George	277 Mahoney Drive	San Jose 95127
District Warehouse	2930 Gay Avenue	San Jose 9527

By signing below, you agree to provide the above level of service to Alum Rock Union Elementary School District.

Sysco Food Services  
Company Name (Print or Type)

[Signature]  
Authorized Company Representative Signature

6-28-18  
Date

Print Name: HOWARD, CHRISTIAN



**Special Conditions and Instructions**

**Bidder Name:** Sysco Food Service

Alum Rock Union Elementary School District is requesting RFP's for Commercial Food Products and Services. The District is comprised of 26 schools with an average enrollment of 11,000 students. This is a one (1) year RFP with a possibility of two (2), one (1) year extensions.

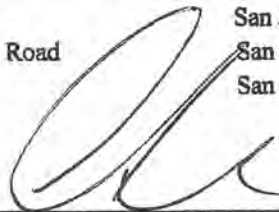
The award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP.

Quantities are for twelve (12) months, August 1, 2018 through July 31, 2019. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See price sheet- Attachment A to be submitted with RFP.
2. Bid pricing is to be extended to no more than four (4) decimal points.
3. No delivery during school holidays and vacations and no delivery on Saturday and Sunday. (Upon award, the Child Nutrition Services Department will provide vendor with school vacation and holiday schedules)
4. All deliveries are to be placed, dropped/stored in the designated storage area at each school location (list attached) during staff working hours. No dark drops. See list of school locations.
5. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e. customer's refrigeration failure)
6. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for bidder's best reduction of expenses, mileage and time.
7. Below is list of school sites: Ocala \*\* delivery time 6:00-6:30 a.m.

Fischer	1720 Hopkins Drive	San Jose 95122
George	277 Mahoney Drive	San Jose 95127
Mathson	2050 Kammerer Avenue	San Jose 95116
Ocala **	2800 Ocala Avenue	San Jose 95148
Sheppard/Painter	480 Rough and Ready Road	San Jose 95133
District Warehouse	2930 Avenue	San Jose 95127

Sysco Food Service



Company Name (Print or Type)      Authorized Company Representative Signature

[illegible]

















ATTACHMENT	Alum Rock Union School District								
	2018-2019								
F4-22	Rice Krispie Treat WG 1.3oz, smart snack compliant, Reference Brand: Kellogg or equal to	80 case	250	KELLOGG	7558299	4 / 20 CT	\$8.49	\$33.97	
F4-23	Rice Krispie Treat, Mini WG 0.39oz Reference brand: Kellogg or equal to	600 case	25	KELLOGG	8487989	1 / 600 CT	\$74.65	\$74.65	
F4-24	Sunflower Seeds, assorted flavors IW 1M List available flavors Reference brand: Dakota Gourmet, Azar or equal to	150 case	600	DAKGOUR	3638967	150 / 10Z	\$0.15	\$21.81	

C.M.

[illegible]

(m)

[illegible]

















[illegible]



[illegible]







[illegible]

P&R Paper Supply - RFP Agreement and prices





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## REQUEST FOR PROPOSAL RFP- No. 1819- CNS01 Distribution of Commercial Food Products CHILD NUTRITION SERVICES

Date	Event
June 8,9 and June 5, 16	Release and advertisement of RFP #1819-CNS0CNS
July 3	Deadline for submission of written questions to the District concerning RFP #1718-CNS01
July 6	Deadline for all submissions of RFP #1718-CNS01 and opening of RFP
July 9	Evaluation of Proposals
July 13,2018	Estimated date of RFP Award Notification /s sent out
July 12,2018	Estimated date of approval by the Board of Trustees

**Deliver to:** Alum Rock Union Elementary School District  
Child Nutrition Services Department  
2930 Gay Avenue  
San Jose, CA 95127

**Contact:** Child Nutrition Services  
Mary Fell, Director  
Office: 408-928-6903, Fax: 408-928-6413  
mary.fell@arusd.org

## **NOTICE TO BIDDER'S REQUEST FOR PROPOSAL # 1819-CNS01**

The Alum Rock Union Elementary School District will receive sealed Request for Proposal (RFP) from providers of commercial food products and service for the District's Child Nutrition Program.

RFP'S must be received prior to **2:00:00 p.m.** RFP'S must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Alum Rock Union Elementary School District, Child Nutrition Services Department – Attention Mary H. Fell, 2930 Gay Avenue, San Jose, CA 95127,

RFP'S received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularities in the bidding process.

Copies of the RFP documents may be obtained from the Alum Rock Union Elementary School District, Child Nutrition Services, 2930 Gay Avenue, San Jose, CA 95127. If requesting a soft copy of the RFP please contact Mary H. Fell, SNS – Child Nutrition Services Director at 408-928-6903 or email at [mary.fell@arUSD.org](mailto:mary.fell@arUSD.org).

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**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

**Child Nutrition Services**

**2930 Gay Avenue**

**San Jose, California 95127**

**Telephone (408) 928-6903**

**FAX (408) 928-6413**

**REQUEST FOR PROPOSAL (RFP)- COVER SHEET**

**COMMERCIAL FOOD PRODUCTS AND SERVICES**

**REQUEST FOR PROPOSAL #1819-CNS01**

This is a request for proposal (RFP) for COMMERCIAL FOOD PRODUCTS AND SERVICES (#1819-CNS01) for the Alum Rock Union Elementary School District for the 2018-2019 School- Year. An RFP packet may be obtained from the Child Nutrition Services Department or by calling 408-928-6903. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

**MAIL OR DELIVER RFP TO:**

The RFP shall be delivered or mailed to the attention of:

Alum Rock Union Elementary School District  
Child Nutrition Services Department, BLDG #500  
2930 Gay Avenue, San Jose CA 95127  
ATTN: Mary H. Fell  
Commercial Food Products (#1819-CNS01)

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### General Terms and Conditions

General - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Companies interested in proposing should request appropriate documents from Mary H. Fell at the address listed below, email [mary.fell@arusd.org](mailto:mary.fell@arusd.org) or for document assistance call Mary H. Fell at (408)928-6903.

RFP's - To receive consideration, RFP's shall be made in accordance with the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All bidders will be responsible for obtaining any addendums or revisions to the RFP. Questions or comments regarding this RFP must be put in writing and received by the Alum Rock Union Elementary School District - Attention - Mary Fell no later than midnight July 3<sup>rd</sup>. Questions are to be e-mailed to [mary.fell@arusd.org](mailto:mary.fell@arusd.org). The Alum Rock Union School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than instructed above.

Deadline for Receipt of RFP's - RFP's will be received prior to 2:00:00 p.m. on July 6th, after which time RFP's will be publicly read out. RFP's are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing an RFP must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of bidder and submitted to:

Alum Rock Union Elementary School District  
Child Nutrition Services  
Attn: Mary H. Fell  
2930 Gay Avenue  
San Jose, CA 95127

- It is the responsibility of the vendor to ensure that the RFP is submitted on time and to the authorized agent. Any RFP received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any or all proposals and to waive any formality or irregularities in the RFP.
- Questions regarding the RFP and/or RFP documents will only be accepted if submitted in writing. Questions can be submitted to Mary H. Fell by email: [mary.fell@arusd.org](mailto:mary.fell@arusd.org) or fax: (408) 928-6413.

RFP's/Proposals: To receive consideration, RFP's/Proposals shall be made in accordance with the following terms:

1. **The RFP** - All items on the form should be stated in figures and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in **blue ink**. An authorized officer shall sign the RFP under the correct firm name.
2. **"FAX" RFP's** - Facsimile copies of RFP's will not be accepted.
3. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a RFP which meets all of the specifications set forth in the RFP.

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4. **WITHDRAWAL OF RFP** - RFP's may be withdrawn by the bidders prior to the time fixed for the opening of RFP's, but may not be withdrawn for a period of sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation prior to the time established for RFP opening must be submitted.
5. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
6. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate" or of similar intent, will be considered as non-responsive to the specific item.
7. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the RFP form. Taxes shall not be included. Errors may be crossed off and corrections made prior to RFP opening only, and must be initiated in blue ink by the person signing the RFP or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Santa Clara County for products listed herein. Equivalent products offered will be evaluated and approved based on a comparison of the proposed equivalent product's nutritional information and/ or child nutrition label information, ingredients list, appearance and taste to that of the specified product. The determination of equivalency shall be based solely on the opinion of the District.
8. **TAXES** - Taxes, whether Local, State or Federal, shall not be included in the proposal price term.
9. **PERFORMANCE GUARANTEE** - The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.
10. **BRAND NAME AND NUMBER** - The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the RFP form. Should any item for which bids are requested be patented, or otherwise protected or designated by a particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. The District shall have the right to request specifications of the proposed item. Such substitution shall be accepted only if deemed by the Director of Child Nutrition Services to be equal in all respects to that specified. If samples are requested by the Director of Child Nutrition Services for this determination, they shall be submitted in accordance with Paragraph 11, except that they may be submitted after the RFP opening.

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11. **SAMPLES** - Samples shall be furnished free of cost to the District after the RFP opening. If requested, they are to be sent within seven (7) days to: Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, unless otherwise specified. The District reserves the right to reject the RFP of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, RFP number and date of the RFP opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Director of Child Nutrition Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks or damage to samples whatever the cause.
12. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of the test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of the law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
13. **DISTRICT REQUIREMENTS**- The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP are required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
14. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same RFP. RFP's shall remain open and valid and subject to acceptance for sixty (60) calendar days after the RFP opening.
15. **ALL RFP EXCEPTIONS** - All exceptions which are taken in response to this RFP must be stated clearly. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the RFP. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which are not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.
16. **AWARDS** - The District reserves the right of determination that items bid meet or do not meet RFP specifications. Further, the Board of Education reserves the right to accept or reject any or all RFPs and to waive any informality or irregularities in the bidding.

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17. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms Instructions and Conditions.
18. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip/ invoice.
19. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at the time of delivery.
20. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to comply with the terms of the RFP, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
21. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. **The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP.** Also, the bidder may be required to file proof of such insurance, naming Alum Rock Union Elementary School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident; \$2,000,000 aggregate. Property Damages shall be \$1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage in an amount of no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing/Procurement Manager regarding cancellation nonrenewal or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.
22. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA

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95127. Invoices shall be submitted under the same firm name as shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

23. **STATEMENT** - The successful bidder(s) shall render bills or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at time of delivery, and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. A copy of this credit, priced and extended, shall be mailed with corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements to the following name and address:

Alum Rock Union Elementary School District  
Child Nutrition Services  
2930 Gay Avenue  
San Jose, CA 95127  
Attention: Aurora Amutan  
[aurora.amutan@arusd.org](mailto:aurora.amutan@arusd.org)

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the months of June and September, which shall be the 30th. Please state discounts terms for weekly payment. Statement may be submitted weekly for term discount or monthly for no term discount. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements

24. **VELOCITY REPORT** - The District reserves the right to request velocity reports throughout the course of contract for any and all items ordered. Velocity reports will be delivered via email to better assist for inventory tracking purposes.
25. **APPLICABLE 'BUY AMERICAN' PROVISIONS** - The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d).Section 104(d) of the William F. Goodling Child Nutrition Reauthorization 1998 (Public Law 05-336) added a new provision, Section (12) of the NSLA (42USC760(n), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable, The Buy American provisions of Public Law (PL 100-237) requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP to include the CACFP Program. Two situations which may warrant a waiver to permit purchases of foreign food products are:1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural

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commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
  - Monitoring contractor performance
  - Requiring suppliers to certify the origin of the product
  - Examining the product packaging for identification of the country of origin
  - Asking the supplier for specific information about the percentage of U.S. content in the food product
  - It is therefore required that bidders responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.
  - The successful bidder shall provide documented proof of compliance with this provision at the request of District.
  - The "Buy American" provision of Public Law (P.L.) 105-336 allows for an exception when the recipient agency, Alum Rock Union School District, determines that the following instances apply to non-domestic produced products.
  - Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S;
  - The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality;
  - The cost of U.S. produced food products is significantly higher than foreign products.
- The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S. produced item, that contains 51% or more domestically grown commodities, is ten-percent (10%) or more in price than the non-domestic product.

26. **LOCALLY GROWN AND PRODUCED PRODUCTS** - The District prefers locally-grown products whenever possible and has a goal of procuring, at minimum 40% locally grown and produced. The District's definition of local includes two tiers: 1) Grown and produced within a 250 miles radius from San Jose, Ca. 2) Grown and produced within the state of California. If California or U.S. grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by the USDA is acceptable, and be approved by the Director of Child Nutrition Services.
27. **FUEL CHARGES** - Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
28. **MULTI-YEAR EXTENSIONS:** Subject to the provision of pricing-terms of contract, and pursuant to Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years. The renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract. The extension may be granted on a year by year basis provided that the following conditions are being met:
- The District has deemed the products and services of the vendor satisfactory.
  - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the San Francisco Area Consumer Price List for the current year with a maximum of 5% per contract term.

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- Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.

**29. LIMITATIONS** - The District shall not be obligated to accept the lowest priced RFP, but will be evaluating proposals with the intent of awarding to responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the proposer with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality or irregularities in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best proposal meeting all the criteria specified in the proposal and is in the best interest of the District.

**30. AWARD** - The District reserves the right to reject any and all proposals without explanation or recourse and to negotiate with companies submitting a proposal. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

1. The award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP.
2. Items are combined into categories to the extent possible will be awarded by category paper goods and cleaning supplies, refrigerated, non-refrigerated, frozen, snack items and shelf stable beverages.
3. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.
4. The committee may investigate the qualifications of the bidder/vendor under consideration, and/or require confirmation of information furnished by the bidder/vendor, and require additional information and/or evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the vendor.
5. The committee will make a recommendation to the Director of Child Nutrition Services.
6. The Director of Child Nutrition Services as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue intent to Award Letter to the successful bidder. The award will be formally made by the Alum Rock Union Elementary School District Board of Education.

### **31. BASIS OF AWARD**

It is the intent of the Board of Trustees of the Alum Rock Union Elementary School District to award the RFP on the basis of service, quality, price and general adaptability for school food service use and in accordance with the specifications herein. Parties will be assigned a score based on these criteria. Seventy (70) percent based on price, ten (10) percent based on Service Satisfaction and Previous Performance, ten (10) percent based on Delivery and ten (10) percent based on Safety Record and Controls. Commercial Food Products vendor shall be awarded the bid for service between August 1, 2018 and July 31, 2019.

1. The Alum Rock Union Elementary School District reserves the right to reject any and all quotations and to waive any formality in the bidding.
2. Awarded vendor will be required to enter into a contract with Alum Rock Union Elementary School District.
3. District reserves the right to accept or not accept proposals with a minimum delivery amount.

### 32. PROPOSAL PROTEST PROCEDURES

- A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have actually submitted a proposal on the project shall have the right to file a Protest. The protest shall be received in writing by the District's Child Nutrition Services Director no later than 3:00 p.m. at the conclusion of the fifth (5<sup>th</sup>) business day following the date of the proposal opening. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided and by filing the protest, protesting proposer consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged pursuant to these procedures.
- C. **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. District will issue a written decision with thirty (30) business days of receipt of the Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved in the Protest.
- D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail from which questions and responses may be provided to:

Alum Rock Union Elementary School District  
Business Services Department  
2930 Gay Avenue  
San Jose, CA 95127

- E. **Appeal Review and Finality:** The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Business Services or the Hearing Officer shall be rendered with fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- F. **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed

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notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

- G. **Waiver:** The procedures and time limits set forth in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing a claim pursuant to the California Government Code, or filing of any other legal proceedings.

### 33. PROVISIONS:

- A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District
- B. **Binding Effect** - This Agreement shall insure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.
- C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- E. **Entire Agreement** - This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understanding, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder(s), by the execution of his/her signature on the RFP Form acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District's, its officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.
- H. **Prevailing Law** - In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.
- I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

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- J. **Permits and Licenses** - The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishings of materials, articles or services herein listed. All operations and materials, goods and services shall be in accordance with law.
- K. **Toll Charges** - If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.) the successful bidder(s) shall accept charges for such calls on a reverse charge basis.
- L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFP's , the RFP Instructions and terms of conditions, specifications and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- M. **Independent Contractor** - While engaged in carrying out and complying with terms and conditions of the contract, the bidder(s) agrees by his/her signature on the RFP Form that he/she is an independent contractor and not an officer, or employee or agent of the District.
- N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.
- O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty (30) days advance written notice of an intention to terminate. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination. Vendor shall be entitled to no further compensation or payment of any type from the District.
- P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty (60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.
- Q. **Cancellation For Insufficient Or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
- R. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in, or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written e-mail request for clarification and the response thereto will be e-mailed to all bidder(s). Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued shall be incorporated into the proposal.
- S. **Product Shortages** - If the successful bidder(s) is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

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- T. **Failure to Fulfill Contract** – When vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may at its sole discretion, annual and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage to the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be the liability against such vendor and his sureties. The District reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Trustees, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.
- U. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents and representatives who been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.
- V. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor pertaining to this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

#### 34. Certifications

- A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
- Section 306 of Clean Air Act (42 U.S.C. 1847(h));  
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>.
  - Section 508 of the Clean Water Act (33 U.S.C. 1368);  
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>.
  - Executive Order 11738; <http://www.epa.gov/isdc/col11738.htm>.
  - Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. ([http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab\\_0s.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_0s.tpl)).
- Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPS's List of Violating Facilities.

**C. Suspension and Debarment Certifications**

The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

**D. Lobbying**

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (&CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

**E. Energy Policy and Conservation Act:**

The Vendor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. <http://legcounsel.house.gov/Comps/EPCA.pdf>.

**F. Contract Work Hours and Safety Standards Act Compliance**

<http://www.dol.gov/compliance/laws/comp-cwhssa.htm>. In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

**G. The Certification Regarding the Iran Contracting Act**

**H. The Contractors Certification - Regarding Drug Free Workplace**

**I. The Contractors Certification - Alcoholic Beverages and Tobacco Free Workplace**

**J. The Contractors Certification - Worker Compensation**

**K. Clean Air and Water Certification**

**L. Equal Opportunity**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

**DISTRICT**

Alum Rock Union Elementary School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Address:**

2930 Gay Avenue

San Jose, CA 95127

Phone No: (408) 928-6903

Fax No: (408) 928-6413

**PROVISIONER**

P & R Paper Supply  
By: Larry Dunbar

Title: Director of Sales

**Address:**

1898 E. Colton Ave.  
Redlands, Ca 92374

Phone No: 909-794-1108

Fax No. 909-794-1237

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**Service Level Agreement**  
**Commercial Food Products and Services**  
**Beverages, Frozen and Refrigerated Food, Snacks, Bread and Cereal, Cleaning and Paper Supplies**

Below are the details of the service expectations from the successful bidder upon receiving the award for this RFP. Successful bidder must understand and agree to the following levels of service if they are to enter into an agreement with Alum Rock Union Elementary School District. It is very important that the bidder understands that the District's Commercial Food Products and Services RFP not only includes purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge.

**General Instructions:** RFP's are requested for furnishing juice and dairy products and services for the period of (1) year and the possibility of two (2), one (1) year extensions. This RFP will be from August 1, 2018 - July 31, 2019.

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30 days' notice.
2. All commercial food products specified will be purchased from the successful bidder selected. The District reserves the right to add or remove product as necessary due to school demand.
3. **HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM** – The Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. **A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal.**

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and stored in accordance with the health and sanitation standards for the County of Santa Clara or local/city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

In the event of a product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

**ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY PARAMETERS WILL BE REJECTED**

4. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs; upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
5. Advanced approval by Director of Child Nutrition Services or designee must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
6. Quarterly the successful bidder shall submit a complete listing with usages of all product purchased by the District.

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7. All invoices and statements shall be sent to: Alum Rock Union Elementary School District, 2930 Gay Avenue, San Jose, CA 95127 - Attention: Child Nutrition Services.
8. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
9. District reserves the right to accept or not accept proposals with minimum delivery amount.
10. Any product recalls must be provided within 24 hour of recall to the Child Nutrition Service Department.

**Delivery – Five (5) Middle Schools and District Warehouse- Monday and Wednesday**

1. Two weekly deliveries of food items are to be made to six drop sites each delivery day with Ocala Kitchen placed first on the route. All deliveries to be made within the District, as ordered by Operations Supervisor.
2. Deliveries shall be Monday and Wednesday between the hours of 6 a.m. and 11:00 a.m. with no minimum order required. The Child Nutrition Services Operations Supervisor shall order no later than Thursday of the previous week.
3. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Child Nutrition Services Department.
4. When a food order is delivered to a school site on a pallet, the pallet must be broken down, items off-loaded to a designated receiving area and pallets picked-up. The District will not be responsible for pallets left at the school sites. Only food deliveries to the District Warehouse can be delivered and dropped off on pallets.
5. All frozen goods shall be delivered in freezer trucks maintaining goods at 0 degrees Fahrenheit or less. All refrigerated goods shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Products are not acceptable if thawed and refrozen.
6. No additional charge for delivery, drayage, freight, packing, insurance, license fees, permits, taxes or any other purposes will be allowed over and above the prices of these RFP.
7. When a delivery is made to a school site, one copy of the delivery tag/invoice is itemized and left with a designated representative. All delivery tickets/invoice must be verified by the designated representative. The invoice must be signed by the designee receiving the food and/or supplies. The invoice shall contain the following: purchase order number, item number, item description, quantity, unit price and extended totals.
8. Any information regarding shorted items/orders must be forwarded directly to Child Nutrition Services Department **prior to delivery** at the following phone number: 408-928-6904. Any issues/changes on deliveries or other emergency communications shall be reported directly to Child Nutrition Services Department by the vendor's authorized representative at the aforementioned phone number.
9. Any products shorted on the regular delivery days shall be redelivered or replaced with an acceptable substitute within 24-hours.
10. Products not meeting the District quality standards shall be replaced within 24 hours by the vendor at no additional cost.
11. Substitutions shall be rejected unless specific authorization by Alum Rock Child Nutrition Services is secured in advance.
12. Substitutions- in the event of product shortage, an equivalent substitution may be made only if it is equivalent in nutritional value and meal contribution to the ordered item. A nutritional specification sheet of the substitutable item must accompany the vendor's request to substitute an item. **ALL substitutions must be approved by Child Nutrition Services prior to delivery to ensure the item is equivalent.**

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### Ordering Procedures

1. Orders will be placed with vendor weekly on Thursday mornings prior to the week of delivery
2. The authorized representative will place orders for the school district to the representative of the company awarded the RFP.
3. Orders will be placed through electronic mail or by telephone.
4. The Vendor is required to maintain a log/report of all quantities delivered for all products to the school sites. These reports are required to be submitted on a quarterly basis to the Child Nutrition Services Department.
5. The authorized representative will place orders, as products are needed. The authorized representative shall be notified via telephone or electronic mail if an item requested is out of stock at the vendor's facility.
6. Attached to this RFP is a listing of commercial food products ordered by Alum Rock Union Elementary School District

### Points of Delivery- Monday and Wednesday

No delivery dock at school sites. Delivery dock at district office warehouse. Delivery driver to unload and drop pallets in designated area.

Ocala	2800 Ocala Avenue	San Jose 95148
Fischer	1720 Hopkins Drive	San Jose 95122
Mathson	2050 Kammerer Avenue	San Jose 95116
Sheppard	480 Rough and Ready Road	San Jose 95133
George	277 Mahoney Drive	San Jose 95127
District Warehouse	2930 Gay Avenue	San Jose 9527

By signing below, you agree to provide the above level of service to Alum Rock Union Elementary School District.

P & R Paper Supply  
Company Name (Print or Type)

Lindsey Ineichen  
Authorized Company Representative Signature

7/3/18  
Date

Print Name: Lindsey Ineichen

*P & R Paper Supply Co.*

**Special Conditions and Instructions**

**Bidder Name:** P & R Paper Supply

Alum Rock Union Elementary School District is requesting RFP's for Commercial Food Products and Services. The District is comprised of 26 schools with an average enrollment of 11,000 students. **This is a one (1) year RFP with a possibility of two (2), one (1) year extensions.**

**The award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP.**

Quantities are for twelve (12) months, August 1, 2018 through July 31, 2019. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See price sheet- Attachment A to be submitted with RFP.
2. Bid pricing is to be extended to no more than four (4) decimal points.
3. No delivery during school holidays and vacations and no delivery on Saturday and Sunday. (Upon award, the Child Nutrition Services Department will provide vendor with school vacation and holiday schedules)
4. All deliveries are to be placed, dropped/stored in the designated storage area at each school location (list attached) during staff working hours. No dark drops. See list of school locations.
5. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e. customer's refrigeration failure)
6. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for bidder's best reduction of expenses, mileage and time.
7. Below is list of school sites: Ocala \*\* delivery time 6:00-6:30 a.m.

Fischer	1720 Hopkins Drive	San Jose 95122
George	277 Mahoney Drive	San Jose 95127
Mathson	2050 Kammerer Avenue	San Jose 95116
Ocala **	2800 Ocala Avenue	San Jose 95148
Sheppard/Painter	480 Rough and Ready Road	San Jose 95133
District Warehouse	2930 Avenue	San Jose 95127

P & R Paper Supply Leah Lubin  
Company Name (Print or Type) Authorized Company Representative Signature

P & R Paper Supply Co.

	<b>Alum Rock Union School District</b>							
	<b>2018-2019</b>							
	<b>PAPER SUPPLIES</b>							
<b>Category 1</b>	<b>Paper</b>	<b>Units/cs</b>	<b>Estimated Cases</b>	<b>BRAND</b>	<b>NUMBER</b>	<b>CASE PACK</b>	<b>COST PER UNIT</b>	<b>COST PER CASE</b>
P1-1	Box, Pizza, 20", 2" Deep C-Flute Reference Brand: Whalen, or equal to	25 case		Wingright WTN-20P172	25		.61	15.30
P1-2	Napkins, Paper, Xpressnap Dispenser, Brown 8.5" X 13 12/500, Reference brand: Tork, or equal to	6,000 case	25	SCA SCA-DK906E	6000		.01	39.95
P1-3	Pail, Food, White, 16oz, Chinese Take Out Printed, No Handle, Pagoda Reference brand: Golden West, or equal to	450 case		Golden West GWP-16FP-PMW	450		.52	23.35
P1-4	Pan Liner, 16" x 24", 1 Bake, Release treated two sided Reference brand: Paterson or equal to	1,000 case	92	Paterson Pacific PAT-240516T-0000	1000		.03	25.65
P1-5	Souffle, Cup Portion, Treated Paper, 3.5oz, Reference Brand: Solo or equal to	5,000 case	15	Solo SOL-450	5000		.02	76.95
P1-6	Towel Roll, Paper, Soft, 2 Ply, 85 sheets per Roll Reference Brand: Harmony, or equal to	30 case	110	Solers SLS-H241504	30 Rolls		.60	17.95
P1-7	Tray, Food, #100 1# Laminated, Red Plaid, Basketweave Reference Brand: Huhtamaki, or equal to	4/250 case	21	Huhtamaki CHI-FT100	1000		.01	13.35

*D & R Paper Supply Co.*



Category 2	Plastic	Units/cs	Estimated Cases	BRAND	NUMBER	CASE PACK	COST PER UNIT	COST PER CASE
P2-1	Bag, Zipper Lock, Gallon Reference Brand: Fantapak or equal to	250ct	69	Elkay ELK-F21012G1		250	.04	10.35
P2-2	Bag, Zipper Lock, Quart Reference Brand: Fantapak or equal to	500ct	16	Elkay ELK-F20708Q		500	.02	10.45
P2-3	Bag, Ovenable, Micro Perferated, Self Seal, Browning and crisping in bag, 8X10 Reference Brand: Ekon O Pac, or equal to	5000 case	30	NO QUOTE				NO QUOTE
P2-4	Bag, Ovenable, Vented, self seal, 8X9 Reference Brand: Ekon O Pack, or equal to	5000 case	40	NO QUOTE				NO QUOTE
P2-5	Bag, Grab & Go, Vegetable Print 11 x 10x 3.5 Reference brand: Command Packaging or equal to	500 case	540	Command Packaging COM-F11G1P		500	.03	13.20
P2-6	Bag, Liner Trash- 33x 39, 1.0 Gauge, Reference Brand: Fortune DuraCycle or equal to	250 case	45	Republic Bag REP-BK40BK		250	.09	21.30
P2-7	Bowl, Black Polypropylene, 8oz. oven safe up to 230 degrees Reference brand: Anchor Incredi-Bowl	500 case	95	Anchor ANC-4004804		500	.07	35.45
P2-8	Container, Deli, Clear, w/ Regular Lid, 24oz, 7 1/4"x 6 3/8"x 2 1/4" Reference brand: Genpak or equal to	200 case	93	Genpak GPK-AD24		200	.15	30.10
P2-9	Cup, Plastic Clear 12oz- 14oz Reference brand: Dart 12CS, Solo TP12 or equal to	1,000 case	5	Eatery Essentials EES-PTC14		1000	.03	33.45

P & R Paper Supply Co.

P2-10	Cup, Plastic Portion 5.5oz. Reference brand: Solo B200, I PACK or equal to	2500 case	6	Direct Link DLK-HP550	2500	.01	34.95
P2-11	Cutlery Kit, Fork Packet, Polypropylene, sealed in clear plastic, includes medium weight fork, spiked straw and fully embossed 10"x10" napkin, strength and rigidity of straw to be sufficient to puncture a plastic milk/juice pouch or equal to	1,000 case	15	Nutrition NTR-6005	1000	.01	10.60
P2-12	Cutlery Kit, Spike Straw and napkin packet approximately 5 3/4" straw, 10"x10" napkin strength and rigidity of straw to be sufficient to puncture a plastic milk/juice pouch or equal to	2,000 case	76	National NAT-01318	1000	.01	9.85
P2-13	Cutlery Kit, Spork Packet, Polypropylene, Sealed in clear food grade plastic, includes 5 1/2" medium weight spork, 5 1/2" milk straw made of food grade plastic in white with colored stripe acceptable and fully embossed 10"x10" napkin or equal to	1,000 case	2034	National NAT-01319	1000	.01	9.85
P2-14	Film, PVC, Non- perforated 18" x 2,000' Roll Reference brand: AEP SEAL WRAP, HIVALU or equal to	Roll	10	Pactiv RJN-9114m	18" x 2000	11.10	11.10
P2-15	Insert, Parfait Cup, Fits 12/16/20oz Cups (must fit 12oz-14oz cup above) Reference Brand: Sabert or equal to	1000 case	5	Eatery Essentials EES-MPC-IST98	1000	.02	21.10

P & R Paper Supply Co.

P2-16	Lid, Plast Dome, with no hole (must fit 12- 14 oz cup above) Reference Brand Karat, Solo or equal to	1000 case	5	Eatery Essentials EES-098NH	1000	.02	19.30	
P2-17	Lid, Plastic Flat, with hole (must fit 12- 14 oz cup above) Reference brand: Dart 12CS, Solo TP12	1000 case	5	Eatery Essentials EES-F98SS	1000	.02	17.95	
P2-18	Lid, Plastic Portion 5.5 oz. (must fit 5.5oz cup above) Reference Brand: Lid for Solo B200, I PACK or equal to	2,500 case	6	Direct Link DLK-HPLID845	2500	.01	23.35	
Category 3	Aluminum Foil and Trays	Units/cs	Estimated Cases	BRAND	NUMBER	CASE PACK	COST PER UNIT	COST PER CASE
P3-1	Bag, Foil, Honeycomb Check Foil Wrap, 10.5" x 14", Green Reference brand: Bagecraft-Papercon or equal to	2000 case	10	Bagecraft PPC-300845	2000	.02	47.00	
P3-2	Foil, Aluminum Sheets Interfold PopUp 10 3/4" x 12" Reference brand: Wilkinson M20, Alcan #1205, Pactiv W69 or equal to	6/500 case	5	HFA HFA-JIF-8960	3000	.02	45.85	
P3-3	Foil, Aluminum, 18" x 1000', Heavy Duty 0.001 Gauge Reference brand: Bridegate #BG181HD	Roll	100	HFA HFA-11807	18" x 1000	37.15	37.15	
P3-4	Tray, Aluminum Foil Feeding, 30 Gauge, 1 Compartment, Shallow, 1lb., Approximately Top Out: 6.5"x5", Top in: 6"x 4.5", Bottom: 5"x 3.5" Vertical Depth: 1 7/16", Full Curl rim StyleReference brand: HFA or equal to	1,000 case	210	HFA HFA-4102-30	1000	.06	62.35	

P3-5	Tray, Aluminum, Steam table Container, 1/2" Extra Deep, Full Curl Rim Style Reference Brand: HFA	100 case	87	HFA HFA-2014-50	100	.63	62.65	
Category 4	Food Service Preparation & Other Supplies	Units/cs	Estimated Cases	BRAND	NUMBER	CASE PACK	COST PER UNIT	COST PER CASE
P4-1	Apron, Plastic, White with Ties, Disposable, 36" x 28" 0.084 thickness Reference brand: Handguard EMW	1,000 case	1	Goldmax GOL-1532	1000	.03	26.95	
P4-2	Gloves, Disposable Vinyl powder free, 5 MIL thickness, Food Grade List available sizes Reference brand: NetChoice	10/100 case	723	NETCHOICE NET-7541029 NET-7541031 NET-7541033 NET-7541034	1000	.02	17.25	
P4-3	Hairnet, Nylon Mesh 22" and 24" Dark Brown Reference brand: Goldmax, Cellucap or equal to	10/100 case	35	CELLUCAP CEL-HH400BK	1440	.07	95.00	
P4-4	Ice Blanket, Pillows, 16.5"x34", 100% water, orderless liquid, flexible when frozen, reusable, and durable Reference Brand: CRYOPAK or equal to	Each	10	CRYOPAK CRY-85033	1011	93.40	93.40	
P4-5	Oven Mitts, Extra Heavy Duty Lined, 17" Reference brand: IMPACT, Connect One or equal to	1 each	10	Arden ARD-2PX2TBET	1 Pair	2.18	4.35	
P4-6	Thermometer, Freezer/Refrigerator/Dry Storage -20-80 degrees F Reference brand: Sysco or equal to	2 each/box	30	WINCO WIN-TMT-RF2	1	1.95	1.95	
P4-7	Thermometer, Instant Read Food Probe 0-220 degrees F Reference brand: Update International or equal to	1 each	10	WINCO WIN-TMT-P1	1	2.30	2.30	

P & R Paper Supply Co.



P4-8	Thermometer, Sensor Test Stick 140 Degrees F Reference brand: DAY or equal to	500/box	25	NO Quote				
P4-9	Thermometer, Oven 100- 600 degrees F Reference brand: Sysco or equal to	1 each	6	WINCO WIN-TMT-012	1	1.95	1.95	
P4-10	Tray, 5 compartment white, foam 8 1/4" x 10 1/4" Reference brand: Pactiv or equal to	500 case	3055	Pactiv MBL-JTH10500	500	.04	19.55	
<b>Category 5</b>	<b>Cleaning Supplies</b>	<b>Units/cs</b>	<b>Estimated Cases</b>	<b>BRAND</b>	<b>NUMBER</b>	<b>CASE PACK</b>	<b>COST PER UNIT</b>	<b>COST PER CASE</b>
P5-1	Baking Soda, 1#, 24pack or equal to	24/1#	7	NO Quote				
P5-2	Bleach, Household, 5% Bleach Content or equal to	6/1 gal	17	Haga Inc. HGA-2010	6/1 gal/cs	1.39	8.35	
P5-3	Detergent, Pot and Pan, Liquid, Translucent, No lotion detergent Reference brand: Dawn or equal to	4/1 gal	36	Dawn PGC-51444	4/1 gal/cs	13.49	53.95	
P5-4	Gloves, Dishwashing, Nitrile, 18" Length List available sizes Reference brand: Impact, Dispozo, Foodhandler 1214-02 equal to	12 Pair	6	Netchoice NET-HAG18.0	12 pairs	.20	4.85	
P5-5	Scouring Pad, Green, Medium Duty Approximately 6" x 9" Reference brand: Scotch Brite #96, Disco MD 69 equal to	3/20 case	25	ACS ACS-5096	10 each	.21	2.05	
P5-6	Test Strips, Chlorine Reference brand: Hydriion or equal to	Roll- Chlorine test strip	10	Micro essentials LUS-CN-240	240 tests	.02	4.85	
P5-7	Towel, Pre-Moistened Wipe, Non-Alcohol, Disposable, General Use, 8"x4" Reference Brand: Diamond Wipes equal to	1000 case	30	Diamond Wipes DMW-F2019	1000	.01	8.15	

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P5-8	Wipes, Thermometer Probe antibacterial packets, 70% Isopropyl Alcohol Reference brand: Cooper Atkins or equal to	200 box	50	Diamond Wipes DMW-F2449PKT	1000	.02	16.75

*D & R Paper Supply Co.*

8.09

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**


To the Board of Trustees:


Date: August 9, 2018

**Subject:** **Assignment of United States Department of Agriculture (USDA) Commodities for 2018-19 School Year**

**Staff Analysis:** The Child Nutrition Services (CNS) Department has renewed its membership with the Schools Linked in Commodities Cooperative (SLICC) for the 2018-2019 School Year. Joining a co-op is compliant with the federal competitive bid procedures. SLICC has completed the RFP (Request for Proposal) on behalf of several districts. In joining SLICC, all raw commodities received from USDA are sent to manufacturers on behalf of Alum Rock Elementary Union School District. Child Nutrition Services will continue to assign USDA commodities to SLICC for the 2018-19 School Year. The awarded distributor was Gold Star, with approximate expenditures of \$1,715,000.00. Complete RFP and price list can be reviewed in the Child Nutrition Services Department.

**Recommendation:** The CNS staff recommends continuance of commodities management through SLICC for the 2018-2019 School Year.

Submitted by: Mary H. Fell, SNS  Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 9, 2018

**Recommend Approval**

8.09  
Agenda Placement

  
Hilana Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



## ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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### Required for Contracts \$100,000 or more

To: Hilaria Bauer, Ph.D., Superintendent

From: Mary H. Fell

Re: SLIC Co-op (School Linked in Commodities) Cooperative

Date: July 25, 2018

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#### *Background:*

The CNS Department joined the SLIC co-op since 2013 in order to have a larger buying power and more availability of commodity based food items. Districts are allowed to join co-op's and be compliant with its federal competitive bid procedures.

#### *Summary:*

On behalf of district members SLIC solicited an RFP for the school year 2018-2019 with a renewal clause of 4 optional years. USDA commodities/entitlement have been assigned to SLIC for the following year. Purchases consist of commodity food items based with ingredients like cheese, flour, beef, pork and turkey.

#### *Recommendation:*

The CNS Department recommends the Board of Trustees approve the agreement with SLIC Co-op and Gold Star for the distribution of commodity based food items. The estimated amount for the fiscal year 2018-2019 is \$1,715,000.00.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Required Pre-Approval Form for Contracts \$5,000 or more

**NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.**

Type of Contract: Employee Contract ☒ Contractor Agreement ☐ MOU

School/Department: Child Nutrition Services Date: July 25, 2018

Requested by: Mary H Fell

Name of Company/Individual  
to be contracted: Gold Star Foods

Address: 3781 E. Airport Drive

City: Ontario State: CA Zip Code: 91761

Dates of Services: August 1, 2018- July 31, 2019

Services to be provided: \_\_\_\_\_

Purchase of commodity based food items through the SLIC Co-op RFP - Year 1 2018-2019

RFP can be renewed for 4 years.

Estimated Cost: \$1,75,000.00 Budget code: 13-480-37000-4300

Supervisor's Signature: Kal Date: 7/31/18

Approved:

☒ Yes

☐ No

APPROVED

## Agreement for Administrative and Distribution Services for Schools Linked In Commodities (SLIC) Commodity Cooperative

This Agreement is entered into between Gold Star Foods (Vendor) and the SLIC Co-Op this 29<sup>th</sup> day of June, 2018.

The following statement was included in the RFP 2018-19-01 document:

**Proposer Agreement:** SLIC Co-Op will sign the proposal of the selected vendor which will serve as the awarded contract. The contract includes all terms and conditions as described in this RFP, submission responses from the Selected Vendor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SLIC Co-Op and Selected Vendor.

This Agreement attaches and incorporates by reference as though fully set forth herein the following documents:

- *This Agreement which includes the negotiated and agreed upon terms*
- *The Request for Proposal No. 2018-19-01 including the Scope of Work the Vendor Agrees to Perform*
- *List of SY 2018-2019 SLIC member districts*
- *Gold Star's Response to Request for Proposal No. 2018-19-01 (please note this Agreement document includes the negotiated and agreed upon terms)*

**Contract Term:** The initial awarded contract period shall be July 1, 2018 to June 30, 2019. This awarded contract may be renewed for up to four (4) additional one-year terms by mutual agreement of the SLIC Co-Op and Selected Vendor after the SLIC Co-Op has conducted an annual Vendor Performance and Evaluation.

Initial Year 1:	July 1, 2018 to June 30, 2019
Option Year 2:	July 1, 2019 to June 30, 2020
Option Year 3:	July 1, 2020 to June 30, 2021
Option Year 4:	July 1, 2021 to June 30, 2022
Option Year 4:	July 1, 2022 to June 30, 2023

### Request for Proposal (RFP) No. 2018-19-01

**SLIC Co-Op Administration and Distribution of Commodity and Commodity Processed Food  
Negotiated and Agreed Upon Terms**

### Pricing

Please include in your price proposal the units the cost will be based on. All pricing shall include all Administrative costs (described in Scope of Work) in addition to the Distribution/Delivery costs.

**1. Brown Box USDA Foods:**

Please attach a sheet with your proposed delivery fee (excel worksheets on a flash drive will be accepted). The price(s) quoted shall be expressed as a fixed fee price and shall include all charges for handling, storage up to 30 days, delivery to SLIC Member Districts and SLIC Co-Op administrative costs. Include if there are any minimum delivery requirements or differences in prices for single or multi stop deliveries.

Direct Delivery (Brown Box) Delivery Fee: \$2.35/case

The price quoted includes a minimum of 30 days storage and delivery to each Member District regardless of whether they are a single drop or multi-stop delivery. There will be a minimum order value of \$500/drop. This minimum order value is a combined value of all direct delivery (brown box) commodity and commercial equivalent products.

**2. Further processed and their commercial equivalent items:**

Please attach a sheet with your proposed delivered fee (Excel worksheets on a flash drive will be accepted). The price(s) quoted shall be expressed as a fixed fee price and shall include all charges for handling, delivery to SLIC Member Districts and SLIC Co-Op administrative costs. Include if there are any minimum delivery requirements or differences in prices for single or multi stop deliveries.

God Star Foods, Inc. (Gold Star or GSF) uses the SLIC Co-Op's distributor landed cost as outlined in the Manufacturer RFP as the basis for calculating all sell prices. Gold Star utilizes two Value Pass Through (VPT) Systems for processing commodity transactions, Net Off Invoice (NOI) and Fee for Service (FFS). NOI is used for items that can be sold commercially or with a commodity discount. Whereas FFS can only be sold with a commodity discount, as no commercial equivalent is available (if it is, it uses a completely different commercial SKU).

Under NOI, the sale is a commercial sale until the time of invoicing by Gold Star. If pounds/entitlement are available, the commodity discount will be subtracted, and the commodity discount price is the result. Under FFS, the sale can only be a commodity sale. At the time of processing the order, pounds/entitlement are validated and if pounds/entitlement are available the order is processed. If pounds/entitlement are not available, you will receive a call from Gold Star for an approved substitution. While the landed cost is the basis for determining the selling price is not solely about the cost of goods but is an exercise in logistics. Our pricing model is based on distribution for the entire cooperative considering additional administrative costs for management of the cooperative. To determine pricing and fair profit, we consider all aspects of our cost including:

- Fair wages and benefits for all Warehouse Personnel, Truck Driver(s), and Office Staff
- Costs of transport (Trucks, Insurance, Fuel, Maintenance)

- Warehouse and facility costs
- Technology
- Administrative Services
- Quality Assurance and Food Safety Systems/Certifications

The fixed fee is derived by the following:

Single-Drop Fixed Fee: 13% Margin  
 Multi-Drop Fixed Fee: 15% Margin  
 \*Minimum fixed fee mark-up of \$2.50/case

For example, based on a \$20 fixed cost, the price to the district would be calculated as follows:

Single Drop Fixed Fee				
Delivered Cost		Margin 13%		Sell Price
\$20.00	/	.87	=	\$22.99
				Fixed Fee
				\$2.99

Multi Drop Fixed Fee				
Delivered Cost		Margin 15%		Sell Price
\$20.00	/	.85	=	\$23.53
				Fixed Fee
				\$3.53

\*Pass Thru Value discounts will provide a discount to the NOI price based on the district having a positive balance of both raw materials at the processor and entitlement funds.

### 3. Extended USDA Foods Brown Box Storage charges and fees:

**Please attach a sheet with your proposed pricing (Excel worksheets on a flash drive will be accepted) for extended USDA Foods Brown Box Storage with no minimum charges.**

Gold Star is proposing the implementation of Extended Storage fees with a primary focus on product utilization at the district level rather than storage. In order to comply with the federal and state regulations to keep inventory levels below a six-month usage, we propose the following storage fee structure. Extended Storage invoices will be billed on a monthly basis by the 5<sup>th</sup> of each month for the preceding month.

The following outlines the Extended Storage Fee Structure:

Month of delivery: Free  
 Following 30 days: Free



Any period of time after: \$1.25 per case per month regardless of how many days the case is in storage during the 30-day timeframe.

For Example:

Brown Box arrives on July 15

July 15-July 31: Free

August 1-August 31: Free

September 1- September 30: \$1.25/case/month

It is agreed upon that SLIC's Executive Committee create and implement a USDA Brown Box Policy that will ensure district do not exceed inventory levels in excess of the six-month inventory rule

**4. Other Charges or Fees:**

**For any other charges or fees. Please describe these charges or fees in detail.**

Payment Terms: Net 30 based on the date of invoice

Minimum Delivery: \$500 per drop (combined to include Brown Box and Further Processed products)

Lead Time: It is agreed upon that the Gold Star Team will conduct an analysis of the top 80% of products purchased by the SLIC Co-Op member districts over the last school year and list those items with a 2-day lead time. All remaining items will remain at a 14 day lead-time.

Name of Awarded Agency	Gold Star Foods	Date	6/29/18
Address of Awarded Agency	3761 E. AIRPORT DRIVE, ONTARIO, CA 91761		
Printed Name and Title of Agency Official	Sean C. Leer Chief Executive Officer Gold Star Foods, Inc.		
Signature of Agency Official			
SLIC Co-Op Lead District Representative	Kerri Braverman	Date	6/29/18
Printed Name and Title of SLIC Lead District Representative	Kerri Braverman, Lead District		
Signature of Lead District Representative			

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San José, CA 95127

8.10

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

Board of Trustees:

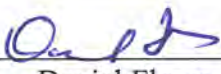
Date: August 1, 2018

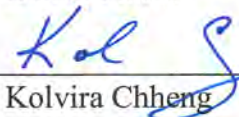
Staff Analysis: CMAS Contract No.: 7-17-99-31-02 Mohawk Carpet Distribution, Inc.

California Multiple Award Schedules (CMAS) offer a wide variety of commodity, no-IT Services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. The use of these contracts is optional and is available to California State and Local Government agencies.

To support district-wide flooring needs. The District is requesting the approval of the above mentioned CMAS contract which provides opportunity for the purchase, warranty, installation of floor coverings, and related products. CMAS contracts are used by public and private schools, colleges, universities, cities, counties non-profits, and all governmental entities throughout the state.

Recommendation: Staff recommends approving the use of the above mentioned CMAS piggyback contract through the state of California and allowing staff to enter into a negotiated contract with Mohawk Carpet Distribution, Inc. in the amount of \$106,000.00 for FY 2018-2019.

Submitted by:  Title: Director Maintenance, Operations & Transportation  
Daniel Flores

Approved by:  Title: Assistant Superintendent, of Business Services  
Kolvira Chheng

To the Board of Trustees:

Meeting: August 9, 2018

Regular Board Meeting

Recommended Approval

8.10

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**  
**AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS**

**RECEIVED  
PURCHASING**

**2018 JUL 32 AM 10: 23**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO.

FROM: Maintenance, Operations & Transportation (M.O.T. - School/Dept.)

INDIVIDUAL/COMPANY NAME: Mohawk Commercial, Inc

VENDOR NO: 22495

ADDRESS: 160 South Industrial Blvd. Calhoun, GA 30701

FAX NUMBER:

TELEPHONE NUMBER: 706-624-2567

TAX ID NUMBER: 58-2357716

E-Mail:

**BOARD APPROVAL DATE:** August 9, 2018

**CONTRACT TERM:** From: August 1, 2018 – June 30, 2019

**CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and /or reports:

- A. One line description for the Governing Board report: To support District-wide flooring needs on an as needed basis.
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibits and other pertinent documentation.

**BUDGET CODE:**

FUND	LOCATION	PROGRAM	COUNTER	OBJECT	AMOUNT
03	450	8130	0	5815	\$106,000.00

Program Manager/Principal [Signature] Date: 8/1/18

Supervisor \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Approval \_\_\_\_\_ Date: \_\_\_\_\_  
Accountant

Director of Fiscal Services [Signature] Date: 8/1/18

Asst Supt, Bus Services [Signature] Date: 8/1/18

**COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

\_\_\_\_\_ a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

\_\_\_\_\_ b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.

X

\_\_\_\_\_ c. **Other:** \$106,000.00



**COOPERATIVE AGREEMENT  
USER INSTRUCTIONS  
SUPPLEMENT 1**

<b>ISSUE AND EFFECTIVE DATE: 10/24/2017</b>	
<b>TITLE/DESCRIPTION:</b>	Floorcovering & Installation Services (NASPO ValuePoint Cooperative Agreement)
<b>CONTRACT NUMBER(S):</b>	7-17-99-31-01 Tandus Centiva US Llc. 7-17-99-31-02 Mohawk Carpet Distribution, Inc. 7-17-99-31-03 Shaw Industries, Inc. 7-17-99-31-04 Interface Americas, Inc.
<b>CONTRACT TERM:</b>	December 15, 2015 through December 14, 2020
<b>CONTRACT CATEGORY:</b>	Non-IT Goods and Services
<b>MAXIMUM ORDER LIMIT:</b>	\$500,000 (State Departments Only)
<b>FOR USE BY:</b>	State Departments Local Governmental Agencies
<b>DGS-PD CONTRACT INFORMATION WEBSITE:</b>	<a href="http://www.naspovaluepoint.org/#/contract-details/65/overview/floorcovering">http://www.naspovaluepoint.org/#/contract- details/65/overview/floorcovering</a>
<b>STATE CONTRACT ADMINISTRATOR:</b>	JJ Espinoza

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instructions Supplement.

**Signed Document on File 10/24/2017**

JJ Espinoza, State Contract Administrator

Date



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## USER INSTRUCTIONS

### 1. SCOPE AND OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established California Participating Addendum contracts with individual Contractors (as noted on page 1) for use of the NASPO ValuePoint Floorcovering & Installation Master Agreements executed by the State of Utah.

These California Participating Addendums provide the State of California and local governmental agencies Floorcovering & Installation in accordance with the instructions provided herein and the terms and conditions outlined in the individual California Participating Addendums. Attachment A identifies specific California Participating Addendum information and awarded services by Contractor.

Note: Throughout this document, "California Participating Addendum" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

### 2. CONTRACT AVAILABILITY

#### A. State Departments

- 1) Use of these agreements is non-mandatory for State of California departments.

#### B. Local Governmental Agencies

- 1) Use of these agreements is optional for local governmental agencies.
- 2) Local governmental agencies are defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds.
- 3) Each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

### 3. CONTRACT TERM

The term for these California Participating Addendums is from December 15, 2015 through December 14, 2020, or upon termination by the State, whichever occurs first.

Note: Orders placed under these contracts shall be executed on or before the expiration date of the California Participating Addendum. However, delivery of products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract).

#### 4. CONTRACT ADMINISTRATORS

The State and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.

**A. The State Contract Administrator for these agreements is:**

Contact: JJ Espinoza  
Phone: (916) 375-4393  
Fax: (916) 375-4663  
E-Mail:

Department of General Services, Procurement Division  
Multiple Award Program - Cooperative  
707 Third Street, 2nd Floor, MS #202  
West Sacramento, CA 95605-2811

**B. The Contractor contact information is outlined in Attachment A.**



#### 5. CONTRACT INFORMATION

**A. Lead State Agreement (NASPO ValuePoint Base Contract)**

The California Participating Addendums are based on the services from the NASPO ValuePoint Floorcovering and Installation issued by the State of Utah. Copies of the Utah NASPO ValuePoint Master Agreements are available at:  
<http://www.naspovaluepoint.org/#/contract-details/78/overview/general>

**B. California Participating Addendum (Contract Documents)**

California Participating Addendum contract documents are posted on the State's Cal eProcure website. To obtain copies:

- Go to *Cal eProcure - State Contract Search*  
(<https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>)
- Enter the Participating Addendum number in the *Contract ID* field; or Enter "floorcovering & installation" in the *Description* field and click button **Q Search** ).
- Click View button (  View ) to access Cooperative Agreement details page.
- Under Attachments, click View button (  View ) to view load documents.

### C. Available Products & Services

#### 1. Products.

The following product and service offerings from the Utah NASPO ValuePoint Master Agreement Number MA2280 are allowed under this Participating Addendum:

<b>Carpet</b>	<b>Hard Surface Flooring</b>
Module Tiles 6' Broadloom 12' Broadloom	Sheet Goods Luxuary Vinyl Tile Vinyl composition Tile Rubber Flooring

#### 2. Services.

**Sales Service:** Staff to respond to interested parties and trained to assess project requirements for accurate quoting, make product recommendations, and provide product samples.

**Customer Service:** Staff to answer inquiries; coordinate sales appointments, assists with warranty claims, invoicing questions, and other related customer service issues.

**Installation Services:** Qualified and trained staff to provide installation services.

**Warranty Services:** Qualified and trained staff to provide warranty claim assistance.

### D. Pricing

Contractor product and services rates are posted in Cal eProcure website. Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information.

## 6. CONTRACT USAGE/RULES

### A. Adherence to Applicable Laws (State Departments Only)

State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual (SCM) Volume 2.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or at (415) 703-4774.



**B. Order Limits/Dollar Thresholds (State Departments Only)**

Order Limits/Dollar Thresholds are \$500,000.00.

Departments executing orders over \$500,000 must obtain DGS/PD approval prior to executing the purchase documents.

**C. Agreement Summary (STD 215)**

State agencies are required to complete the STD 215 for all contracts, regardless of dollar amount. The justification for contracting based on Government Code Section 19130 (see #17) is an important component of the contract documentation. The STD 215 should be maintained in the contract file with other purchase documents.

**D. DGS Administrative Fee**

Ordering agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these agreements.

**7. ORDERING PROCEDURES**

**A. Contractor Selection Process**

Agencies are not required to solicit multiple offers when executing purchase orders under these agreements but conducting price comparisons among the suppliers is encouraged.

**B. Contract Restrictions for Carpet Purchases**

Removal of Asbestos Services is not available with this contract

**C. Carpet Quality Level**

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3<sup>rd</sup> party certified to ANSI/NSF-140 Platinum level meets the requirement.

**D. Purchase Order Form and Execution**

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Participating Addendum Number as shown in Attachment A.

**1) State Departments**

- a) State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available on the DGS-PD website at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

- b) The ordering agency defines the project scope to determine which services are needed, and checks posted service rate file. Then the ordering state agency completes a purchase order, including all pertinent information for each individual order issued against the Agreement and sends the purchase order to the selected Contractor.
- c) Purchase orders must contain the following information:
- Agency Order Number (Contract Number)
  - Ordering Agency Name
  - Agency Billing Code
  - Purchasing Authority Number
  - NASPO ValuePoint Contract Number
  - Contractor Information
  - Statement/Scope of Work
  - Total Cost
  - Additional information as needed
- d) Orders over \$50,000.00

The ordering State agency or department must obtain approval from the DGS Office of Legal Services (OLS) if the service contract amount exceeds \$50,000.00 (unless the State agency has an OLS Exemption greater than \$50,000.00) per State Contract Manual, Volume II, Chapter 6, Section 6.A1.2. Follow the routing procedures used for non-IT service contracts

2) Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

## 8. INVOICING AND PAYMENT

### A. Payment Terms

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

### B. Payee Data Record

- d) Each State accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

### **C. CAL-Card**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Section 7.B (Purchase Order Form) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual Volumes 1, 2 and 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

## **9. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE**

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

## **10. ATTACHMENTS**

### **Attachment A – Contract Information**

## Attachment A – Contract Information

<b>California Participating Addendum (Contract) No.</b>	<b>7-17-99-31-01</b>
<b>Contractor Name</b>	<b>Tandus Centiva US LLC</b>
<b>Term Dates</b>	12/15/2015 through 12/14/2020
<b>Lead State Agreement</b>	Utah NASPO ValuePoint Master Agreement No. MA2280 <a href="http://www.naspovaluepoint.org/#/contract-details/65/contractor/352">http://www.naspovaluepoint.org/#/contract-details/65/contractor/352</a>
<b>California Participating Addendum website</b>	<a href="https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&amp;Action=U&amp;SETID=STATE&amp;CNTRCT_ID=7-17-99-31-01">https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&amp;Action=U&amp;SETID=STATE&amp;CNTRCT_ID=7-17-99-31-01</a>
<b>Pricing</b>	See Cal eProcure for contract pricing
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes
<b>SB/DVBE Certification(s)</b>	None
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Teresa Derr, Account Manager
<b>Phone</b>	(706) 259-2054
<b>Fax</b>	(901) 471-5901
<b>Email</b>	<a href="mailto:teresa.derr@tarkett.com">teresa.derr@tarkett.com</a>
<b>ORDERING INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Tandus Centiva US LLC 311 Smith Industrial Blvd., Dalton GA, 30721



State of California  
Department of General Services  
Procurement Division

**USER INSTRUCTIONS**  
NASPO ValuePoint Floorcovering & Installation Services

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>7-17-99-31-02</b>
<b>Contractor Name</b>	<b>Mohawk Carpet Distribution, Inc.</b>
<b>Term Dates</b>	12/15/2015 through 12/14/2020
<b>Lead State Agreement</b>	Utah NASPO ValuePoint Master Agreement No. MA2283 <a href="http://www.naspovaluepoint.org/#/contract-details/65/contractor/350">http://www.naspovaluepoint.org/#/contract-details/65/contractor/350</a>
<b>California Participating Addendum Website</b>	<a href="https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&amp;Action=U&amp;SETID=STATE&amp;CNTRCT_ID=7-17-99-31-02">https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&amp;Action=U&amp;SETID=STATE&amp;CNTRCT_ID=7-17-99-31-02</a>
<b>Pricing</b>	See Cal eProcure for contract pricing
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes
<b>SB/DVBE Certification(s)</b>	Yes
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	AnnaLeigh Warmack
<b>Phone</b>	(706) 879-6554 (Office)
<b>Fax</b>	
<b>Email</b>	<a href="mailto:annaleigh_warmack@mohawkind.com">annaleigh_warmack@mohawkind.com</a>
<b>ORDERING INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Mohawk Carpet Distribution, Inc. 160 S. Industrial Blvd Calhoun GA, 30701

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>7-17-99-31-03</b>
<b>Contractor Name</b>	<b>Shaw Industries, Inc.</b>
<b>Term Dates</b>	12/15/2015 through 12/14/2020
<b>Lead State Agreement</b>	Utah NASPO ValuePoint Master Agreement No. MA2284 <a href="http://www.naspovaluepoint.org/#/contract-details/65/contractor/353">http://www.naspovaluepoint.org/#/contract-details/65/contractor/353</a>
<b>California Participating Addendum Website</b>	<a href="https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&amp;Action=U&amp;SETID=STATE&amp;CNTRCT_ID=7-17-99-31-03">https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&amp;Action=U&amp;SETID=STATE&amp;CNTRCT_ID=7-17-99-31-03</a>
<b>Pricing</b>	See Cal eProcure for contract pricing
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes
<b>SB/DVBE Certification(s)</b>	None
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Tiara Ellis
<b>Phone</b>	(706) 879-4094 (Office)
<b>Fax</b>	706 879-4537
<b>Email</b>	<a href="mailto:tiara.ellis@shawinc.com">tiara.ellis@shawinc.com</a>
<b>ORDERING INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Shaw Industries, Inc. 616 East Walnut Avenue Dalton, GA 30722 <a href="mailto:Shelli.warren@shawinc.com">Shelli.warren@shawinc.com</a> Phone # 706 276-7506 Fax # 706 428-3293



## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>7-17-99-31-04</b>
<b>Contractor Name</b>	<b>Interface Americas, Inc.</b>
<b>Term Dates</b>	12/15/2015 through 12/14/2020
<b>Lead State Agreement</b>	Utah NASPO ValuePoint Master Agreement No. MA2279 <a href="http://www.naspovaluepoint.org/#/contract-details/65/contractor/351">http://www.naspovaluepoint.org/#/contract-details/65/contractor/351</a>
<b>California Participating Addendum Website</b>	<a href="https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&amp;Action=U&amp;SETID=STATE&amp;CNTRCT_ID=7-17-99-31-04">https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&amp;Action=U&amp;SETID=STATE&amp;CNTRCT_ID=7-17-99-31-04</a>
<b>Pricing</b>	See Cal eProcure for contract pricing
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes
<b>SB/DVBE Certification(s)</b>	None
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Barry Ryskamp
<b>Phone</b>	(801) 232-8192 (Office)
<b>Fax</b>	N/A
<b>Email</b>	<a href="mailto:barry.ryskamp@interface.com">barry.ryskamp@interface.com</a>
<b>ORDERING INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Interface Americas , Inc. 1503 Orchard Hill Road LaGrange, GA 30240 <a href="mailto:barry.ryskamp@interface.com">barry.ryskamp@interface.com</a> Phone # 801 232-8192 Fax # N/A



Mohawk Group is proud to partner with NJPA.

## One company. One dedicated team. One focus.

Mohawk prides itself in being the most innovative flooring company in the world. From patented technologies to unique product offerings, we are well positioned in the marketplace. In addition to being the largest supplier to the Federal government, Mohawk offers the most extensive range of education flooring in the industry. Our recommendations are based on evidence based design, quantifiable research and data, so you know you're getting the right flooring solution for your space. We're with you every step of the way, delivering on time and on budget, and building long lasting partnerships.

## Sustainable Leadership

Through third party verification, Mohawk embraces transparency for the benefit of both itself and its customers. Mohawk holds current and relevant certifications that illustrate our commitment to transparency, healthy products, and sustainability.

Within our transparency portfolio, we have Health Product Declarations (HPDs), Environmental Product Declarations (EPDs), Declare labels, Pharos listings and a comprehensive selection of products that meet the rigorous NSF 140 standard. We also have third party certified recycled content certificates for all of our commercial products. What's next? Look for additional HPDs, EPDs and Declare labels. When we say "transparent," we set the standard in the flooring industry.

We believe that your flooring should look good, feel right and withstand use over time. It should not make you worry about whether your new investment is harmful to your health. At Mohawk, all of our products and adhesives are Green Label Plus certified, and more than 500 of our product offerings include recycled content. We're nice to the earth, so we have the capacity to make products that are nice to you. Being green doesn't limit your options around here either. We have two types of sustainable fibers to choose from in our carpet category: Duracolor and Colorstrand.

We are proud to support the International Living Future Institute. With it's signature Living Building Challenge Program, and Declare Program, ILFI takes the vision of sustainability to a new level by promoting the building industry's more rigorous and ambitious performance standard.

### Contract Information

Contract Number: 121715-MCD Contract Period  
Ends 02/16/2020 Freight: FOB Mill  
Material Pricing: Not to Exceed  
For Contract Information:  
annaleigh\_warmack@mohawkind.com

### Placing an Order

**N7804**

This code must be used when placing an order to insure correct pricing and compliance to the NJPA contract.

MohawkOne West- Tammy Land: tammy\_land@mohawkind.com  
MohawkOne East- Stacey Ridley: stacey\_ridley@mohawkind.com  
Dealer PO's: Tammy Michaud: tammy\_michaud@mohawkind.com  
\*Only Approved Dealers can purchase utilizing NJPA Contract 121715MCD  
Must have executed an NJPA Dealer Agreement\*





**MOHAWK GROUP BROADLOOM CARPET PRODUCTS**

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Achieve It	BC301	\$20.69	Know-How	GL137	\$28.29
Artist / QS	BC199	\$13.79	Luxury Trade	GL184	\$29.95
Artist II / QS	BC380	\$13.79	Made to Move / QS	BC219	\$16.49
Autobiography	BC372	\$24.85	Metropolis II	BC258	\$23.04
Base Camp / QS	BC332	\$12.12	Mindful - Base / QS	BC397	\$5.95
Brain Power	GL136	\$28.29	Mindful - 20 / QS	BC395	\$6.44
Brera	GL018	\$36.47	Mindful - 20 (15 ft)	BC411	\$6.79
Broken Checks / QS	BC403	\$24.60	Mindful - 26 / QS	BC396	\$8.07
By The Book	GL091	\$27.25	Mindful - 26 (15 ft)	BC412	\$8.43
CEO / QS	BC197	\$13.79	Mindful - 26 Unitary	BC402	\$8.74
CEO II / QS	BC382	\$13.79	Modem / QS	BC347	\$13.25
Chilled Check / QS	GL320	\$24.60	Monograph	BC369	\$24.85
City Step / QS	BC215	\$13.79	Must Have / QS	BC287	\$12.89
Clever Spin / QS	BC311	\$14.55	New Basics II 26 / QS	BC265	\$12.44
Close Up	BC379	\$6.85	New Basics II 26 Unitary / QS	BC265	\$13.39
Cozy Chic / QS	BQ346	\$13.25	New Basics II 28 / QS	BC266	\$13.08
Cross Country / QS	BC145	\$14.55	New Basics II 28 Unitary / QS	BC266	\$14.04
Cross Knit / QS	BC375	\$16.49	New Basics III 20 / QS	BC398	\$10.50
Diffused Selvedge / QS	BC374	\$16.49	New Basics III 26 / QS	BC399	\$13.25
Doctor / QS	BC198	\$13.79	On the Rise / QS	BC221	\$16.49
Doctor II / QS	BC381	\$13.79	Ornate Metal	GL185	\$29.95
Elegant Cloth	GL181	\$29.95	Photofinish II	GL169	\$28.29
Emerging Lights II	GL157	\$26.66	Play Hard / QS	BC290	\$16.49
End Result / QS	BC288	\$12.89	Playlist / QS	BC373	\$12.12
Exotic Fauna	GL182	\$29.95	Point of Interest / QS	BC201	\$13.79
Faculty Remix	GL154	\$25.03	Radio / QS	BC342	\$12.12
Flamestitch III	GL168	\$26.66	Random Weave / QS	BC377	\$16.49
Foreign Flora	GL183	\$29.95	ReBuild / QS	BC295	\$15.70
Forward Vision	GL135	\$28.29	ReCharge / QS	BC293	\$15.70
Gathered Style / QS	BC404	\$24.60	ReThink / QS	BC294	\$15.70
Get Real II	BC257	\$21.85	Retrospection	BC371	\$24.85
Get Started	BC406	\$7.84	Router / QS	BC348	\$13.25
Heat	MC080	\$29.78	Shifting Gears	BC378	\$7.84
High Marks	GL108	\$27.25	Sketch Pad	BC296	\$21.08
Horsepower II	GL170	\$28.29	Smiles	MC112	\$31.08
In The Loop / QS	BC309	\$14.55	Solve	BC300	\$20.69
Journal	BC370	\$24.85	Solve II	BC416	\$20.69



### MOHAWK GROUP BROADLOOM CARPET PRODUCTS

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Spectrum 30 V / QS	BC246	\$14.55	Unique Twist / QS	BC310	\$14.55
Spectrum 36 V	BC247	\$20.15	Urban Path / QS	BC202	\$13.79
Tailored Fit / QS	BQ345	\$13.25	Wavelength	GL149	\$28.29
Take Note	GL090	\$27.25	Whip Stitch / QS	BC376	\$16.49
Teasel Two	BC217	\$32.51	Wired Mesh / QS	BC393	\$18.11
Tooled Surface / QS	BC394	\$18.11	Work Smart / QS	BC291	\$16.49
Trail Mix / QS	BC333	\$12.12			

### MOHAWK GROUP MODULAR TILE

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
A Premonition II	GT161	\$45.88	Clever Class / QS	BT408	\$16.79
Accountable II / QS	BT267	\$21.44	Collaborate	BT297	\$30.08
Achieve It	BT301	\$30.08	Colorbeat	GT160	\$33.60
Amplitude	GT147	\$39.26	Colorbeat Plank	GT298	\$36.87
Amused II	GT313	\$46.70	Coolly Noted / QS	BT336	\$16.79
Analogue	GT110	\$31.37	Cross Country	BT145	\$31.56
Archaic Form Plank	GT321	\$38.27	Curious	GT150	\$38.51
Artist / QS	BT199	\$26.12	Datum / QS	BT284	\$26.12
Artist II / QS	BT380	\$26.12	Delhi	BT225	\$26.97
At Bat	BT337	\$26.78	DesignConnect II	GT106	\$41.68
Audacious	BT359	\$24.34	DesignFrame	GT107	\$41.68
Awareness / QS	BT384	\$26.53	DesignScene II	GT105	\$40.77
Blended Twist / QS	BT413	\$26.38	Digital Terrain Plank	GT341	\$38.92
Blurred Lines	GT191	\$34.99	Dimitywit Plank / QS	BT391	\$29.78
Botanical Origin	BT235	\$29.33	Doctor / QS	BT198	\$26.12
Braided Stream II	GT175	\$37.68	Doctor II / QS	BT381	\$26.12
Brain Power	GT136	\$36.45	Dotted Infusion Plank	GT301	\$38.27
By The Book	GT091	\$34.39	Drifted Ground Plank / QS	BT389	\$29.78
Caliber / QS	BT282	\$26.12	Ecosphere / QS	GT333	\$33.01
CEO / QS	BT197	\$26.12	Elemental Factor	BT272	\$29.33
CEO II / QS	BT382	\$26.12	Emerging Lights II	GT157	\$39.34
Character Lines	GT099	\$43.15	Enthralled II	GT314	\$46.70
Chengdu	BT227	\$26.89	Experiment	BT298	\$30.08
City Fragments	GT100	\$43.15	Faculty Remix	GT154	\$35.23



**MOHAWK GROUP MODULAR TILE**

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
First One Up / QS	BT286	\$26.51	Lead Off	BT338	\$26.78
FirstStep II / QS	GT315	\$71.94	Line Drive / QS	BT339	\$22.47
Hamestitch III	GT168	\$40.15	Lithosphere / QS	GT334	\$33.01
Fluid Form	BT236	\$29.33	Mast II	GT166	\$42.61
Forward Vision	GT135	\$36.45	Metalmorphic Plank / QS	BT388	\$29.78
Get Around	GT092	\$34.39	Mischievous	GT151	\$38.51
Glaze II	GT165	\$42.61	Mix & Match Plank / QS	BT385	\$29.78
Gravitational Plank	GT343	\$38.92	Mutineer	BT366	\$27.62
Ground Strata II	GT159	\$39.34	New Basics III / QS	BT400	\$24.10
Headstrong / QS	BT354	\$24.10	Newcomer	GT156	\$35.23
Hem	GT178	\$33.60	Off The Wall	GT195	\$43.42
Hem Plank	GT295	\$39.90	On The Surface II	GT176	\$37.68
Hexagonal Infusion Plank	GT299	\$38.27	One First / QS	MI086	\$30.46
High Marks	GT108	\$34.39	Outer Core Plank / QS	GT337	\$37.88
Higher Thinking	BT299	\$30.08	Outer Layers Plank	GT323	\$38.27
Horsepower II	GT170	\$41.79	Parkway II	GT167	\$42.61
Hustle & Bustle	GT307	\$31.71	Paved Freedom	BT306	\$30.91
Hydrosphere / QS	GT332	\$33.01	Photofinish II	GT169	\$41.79
Hyper Earth Plank	BT405	\$31.71	Picture This / QS	BT334	\$16.79
In The Loop / QS	BT309	\$27.12	Pix II	GT158	\$42.61
Inner Core Plank / QS	GT336	\$37.88	Pop Icon	GT194	\$43.42
Inseam Plank	GT297	\$39.90	Posture / QS	BT407	\$16.79
Insurgent	BT367	\$27.62	Ready Confetti / QS	BT383	\$26.53
Into It / QS	GT319	\$33.83	Reawakened Plank	GT302	\$38.27
It's a Sign II	GT162	\$45.88	Rebel	BT357	\$24.34
Jacket II	GT171	\$36.87	Reckless / QS	BT353	\$24.10
Jean	GT177	\$33.60	Rediscovered Plank	GT303	\$38.27
Kinesthetic Plank / QS	GT317	\$38.69	Reflective Symmetry	BT312	\$26.38
Knitpick Plank / QS	BT392	\$29.78	Relative Degree	GT192	\$34.99
Know-How	GT137	\$36.45	Rendered Reality	GT193	\$34.99
Late Night	GT306	\$31.71	Restore	BT417	\$30.08
Lateral Surface	BT314	\$26.38	Riot / QS	BT355	\$24.10
Layered Earth / QS	GT335	\$33.01	River Rush II	GT174	\$37.68





### MOHAWK GROUP MODULAR TILE

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Rookie	GT155	\$35.23	The Field II	GT104	\$45.02
<b>Sector / QS</b>	BT285	\$26.12	The Flow	GT109	\$36.83
<b>Seek Unique / QS</b>	BT335	\$16.79	The Groove II	GT103	\$43.66
Seismic Wave Plank	GT342	\$38.92	<b>Threaded Craft / QS</b>	BT414	\$26.38
Selvedge	GT179	\$33.60	Tranquil Beauty Plank	GT309	\$36.63
Seoul	BT226	\$26.97	Transformative	GT324	\$39.90
Shirt II	GT173	\$41.79	Transformed Façade Plank	GT322	\$38.27
Sketch Pad	BT296	\$27.39	Travel Time	BT307	\$31.48
Solve	BT300	\$30.08	Vacant Beauty	GT101	\$42.53
Solve II	BT416	\$30.08	Vandal	BT358	\$24.34
<b>Spatial / QS</b>	BT283	\$26.12	Vanishing Point	BT313	\$26.38
Speed Limit	BT308	\$31.48	Variegated Grid	BT237	\$29.33
Spherical Infusion Plank	GT300	\$38.27	<b>Venturesome / QS</b>	BT356	\$24.10
Starting Over	GT316	\$31.37	Vest	GT172	\$35.23
<b>Statement Stone / QS</b>	BT390	\$26.53	Wavelength	GT149	\$37.62
<b>Step In Style II / QS</b>	GT312	\$67.07	Wellbeing	GT325	\$39.90
<b>Step Up II / QS</b>	GT311	\$76.81	WildStyle	BT360	\$24.34
Streetscapes	GT308	\$31.71	Work It! 17	GT142	\$29.19
Structured Motion	BT271	\$29.88	Work It! 26	GT143	\$34.35
Super Fresh	GT196	\$43.42	<b>Write Direction Plank / QS</b>	GT318	\$37.88
Take Note	GT090	\$34.39	<b>X-Factor / QS</b>	BT212	\$22.15
Taped Off	GT197	\$41.79	Zip It Plank	GT296	\$38.27

### KARASTAN BROADLOOM

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Ancient Refuge	KC248	\$37.98	Narration	KC228	\$36.34
Belonging	KC230	\$36.34	Pin Scribed II	KC158	\$42.42
Braided Texture	KC231	\$41.25	Plateau II	DC147	\$43.41
Broken Earth	KC249	\$37.98	Quixotic	KC212	\$26.73
Elegant Fracture	KC189	\$38.73	Windfall	C1137	\$41.71
Existence	KC229	\$36.34			
Groovin Too	KC169	\$38.85			
Humble	KC227	\$31.41			
Humble Luxe	KC187	\$38.00			
La Belle Boucle	KC220	\$34.94			

#### Overages:

Subject to overage (beyond order quantity) on Karastan backorders:  
5% up to 5000 yards  
3% over 5000 yards  
(GSA - 3%)





### KARASTAN MODULAR TILE

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Embed	KT258	\$59.56	Fade Relief	KT238	\$56.29
Join	KT259	\$56.29	Intercosmic	KT251	\$56.29
Gradate Plank	KT260	\$64.15	Lenticular Relief	KT240	\$59.56
Embed 24x48	KT261	\$64.15	Living World	KT253	\$56.29
Inlay	KT262	\$59.56	Metagalactic Plank	KT252	\$56.29
Inlay 24x48	KT264	\$64.15	Modern Appeal	DT161	\$52.94
Blend	KT263	\$64.15	Plane High	KT236	\$56.29
Biomorph	KT256	\$39.90	Plane Low	KT235	\$53.00
Braided Texture	KT231	\$48.08			
Diagonal Relief	KT237	\$56.29			

### KARASTAN WOVEN

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
A Different Angle	KC234	\$48.54	Homegrown	KC255	\$73.67
Adirondack II	ADKII	\$62.66	Idlewild	KC216	\$50.61
Applied Art	KC217	\$35.72	Insatiable	KC160	\$58.48
Applied Science	KC218	\$44.00	Lake Point	KC130	\$57.34
Belgian Weave	BLW	\$57.06	Makers Mesh	KC246	\$65.14
Clearly Classic	KC221	\$43.59	Micropleat	KC250	\$48.54
Common Chord	KC247	\$63.43	New York, NY II	KC176	\$55.92
Complexions	KC147	\$53.31	Nouveau III	KC178	\$53.33
Cool Serenade	KC164	\$44.40	Pocket Square	KC225	\$55.16
Fabrique	KC112	\$69.65	Quillen II	KC177	\$57.77
Fluidity	KC132	\$57.31	Striations	KC115	\$64.97
Fortitude III	KC219	\$52.25	Timeline	KC254	\$63.44
Global Attraction	KC222	\$46.89	Twining	KC257	\$63.44
Harmonic Vibe	KC172	\$50.69	Uncommon Thread	KC233	\$48.54
High Panel	KC129	\$58.72	Waffle Weave	WWVK	\$56.66
HighLine	KC179	\$57.34	Well Dressed	KC226	\$55.16



**DURKAN BROADLOOM**

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Abstract Gesture	MH339	29.38	High Life	MH334	27.42
Accents III 30	MH230	18.93	Highly Polished	MH333	41.77
Accents III 36	MH231	22.23	Ideal Impression	M5666	29.38
Aesthetic Movement	M5628	29.38	Idyllic Charm	M5630	29.38
Arc Form	M5725	27.42	Inviting Spaces	MH336	27.42
Arc Form	M5738	22.43	Le Blanc III	M5724	27.42
Berry Creek	M5502	22.43	Le Blanc III	M5737	22.43
Chantilly III	M5719	27.42	Lexington Hills	M5504	22.43
Chantilly III	M5732	22.43	Linen Grid	MH341	27.42
Classical Ideal	M5631	29.38	Linen Grid	M5731	22.43
Classical order	M5629	29.38	Lomita	M5507	22.43
Collected Approach	MH335	27.42	Meadow Vista	M5509	22.43
Cultivated Revival	MH338	29.38	Mission Canyon	M5505	22.43
Doodle Pad	M5721	27.42	Mono Vista	MH329	22.43
Doodle Pad	M5734	22.43	Monrovia	M5506	22.43
Elegant Aesthetic	M5633	29.38	Muse	MH233	14.04
Encompass II	M5722	27.42	Narrative Gesture	M5667	29.38
Encompass II	M5735	22.43	Penn Valley	M5508	22.43
Faceted Form	MH340	27.42	Prodigy	MH232	14.86
Faceted Form	M5730	22.43	Restored Charm	MH337	27.42
Figure Skate	M5720	27.42	Santa Clarita	MH330	22.43
Figure Skate	M5733	22.43	Shanty II	M5739	22.43
Forest Meadows	M5503	22.43	Shanty II	M5726	27.42
Gilded Impression	M5665	29.38	Up and Over	M5723	27.42
Gilded Narrative	M5668	29.38	Up and Over	M5736	22.43
Grand Narrative	M5632	29.38			



**DURKAN MODULAR TILE**

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Alteration	MD042	\$33.60	Hexagonal Influx	MD022	\$38.27
Anyone There	MD034	\$45.88	Hyper drive	MD046	\$41.79
Backstitch	MD040	\$33.60	Intelligence	MD064	\$27.12
Backstreet Brawl	MD029	\$24.10	Lining Run	MD038	\$39.90
Bad Attitude	MD025	\$24.10	Look-See	MD044	\$43.42
Bar Hopping	MD053	\$16.79	Make An Entrance	MD008	\$76.81
Battle Born	MD026	\$27.62	Mind Reader	MD036	\$36.63
Before Dawn	MD049	\$26.12	Nomadic Wanderer	MD006	\$38.27
Breaking Rank	MD027	\$27.62	Off the Menu	MD056	\$26.51
Calculated	MD058	\$39.34	On Draft	MD054	\$16.79
Cast Off	MD052	\$26.78	Other Side	MD043	\$43.42
Chariot Race	MD002	\$31.71	Over The Edge	MD061	\$38.51
Circular Influx	MD023	\$38.27	Overlook	MD041	\$33.60
Clean Finish	MD039	\$38.27	Paranoid	MD060	\$38.51
Clear The Room	MD033	\$24.34	Raso Tera	MD017	\$29.78
ColorEffect		\$33.60	Reborn Wisdom	MD005	\$38.27
Cosmos	MD342	\$56.29	Society Down	MD031	\$24.34
Dazed & Confused	MD062	\$46.70	Sole Terra	MD019	\$29.78
Deep Thinker	MD063	\$46.70	Sotto Terra	MD018	\$26.53
Desperado	MD032	\$24.10	Spotted Influx	MD021	\$38.27
Dining Out	MD055	\$16.79	Starboard Way	MD051	\$26.78
Equatorial Rim	MD047	\$26.12	Step By Step	MD009	\$67.07
Even Numbers	MD057	\$39.34	Step Right Up	MD007	\$71.94
Fever Pitch	MD024	\$24.34	Stitch Length	MD037	\$39.90
Fighting Stance	MD030	\$24.10	Street Racer	MD028	\$24.34
Galactic	MD343	\$56.29	Supernatural Vision	MD035	\$45.88
Get In Line	MD059	\$42.61	Switch Back	MD045	\$43.42
Groundmap	MD344	\$56.29	Terraforming	MD048	\$26.12
Heavy Earth	MD050	\$26.12			





**NXT AIR BACKING MODULAR TILE**

STYLE	STYLE #	NXT AIR	STYLE	STYLE #	NXT AIR
A Premonition II	GT161	\$49.88	DesignConnect II	GT106	\$45.68
<b>Accountable II / QS</b>	BT267	\$25.44	DesignFrame	GT107	\$45.68
Achieve It	BT301	\$34.08	DesignScene II	GT105	\$44.77
Amplitude	GT147	\$43.26	Digital Terrain Plank	GT341	\$42.92
Amused II	GT313	\$50.70	<b>Dimitywit Plank / QS</b>	BT391	\$33.78
Analogue	GT110	\$35.37	<b>Doctor / QS</b>	BT198	\$30.12
Archaic Form Plank	GT321	\$42.27	<b>Doctor II / QS</b>	BT381	\$30.12
<b>Artist / QS</b>	BT199	\$30.12	Dotted Infusion Plank	GT301	\$42.27
<b>Artist II / QS</b>	BT380	\$30.12	<b>Drifted Ground Plank / QS</b>	BT389	\$33.78
At Bat	BT337	\$30.78	<b>Ecosphere / QS</b>	GT333	\$37.01
Audacious	BT359	\$28.34	Elemental Factor	BT272	\$33.33
<b>Awareness / QS</b>	BT384	\$30.53	Emerging Lights II	GT157	\$43.34
<b>Blended Twist / QS</b>	BT413	\$30.38	Enthralled II	GT314	\$50.70
Blurred Lines	GT191	\$38.99	Experiment	BT298	\$34.08
Botanical Origin	BT235	\$33.33	Faculty Remix	GT154	\$39.23
Braided Stream II	GT175	\$41.68	<b>First One Up / QS</b>	BT286	\$30.51
Brain Power	GT136	\$40.45	<b>FirstStep II / QS</b>	GT315	\$75.94
By The Book	GT091	\$38.39	Flamestitch III	GT168	\$44.15
<b>Caliber / QS</b>	BT282	\$30.12	Fluid Form	BT236	\$33.33
<b>CEO / QS</b>	BT197	\$30.12	Forward Vision	GT135	\$40.45
<b>CEO II / QS</b>	BT382	\$30.12	Get Around	GT092	\$38.39
Character Lines	GT099	\$47.15	Glaze II	GT165	\$46.61
Chengdu	BT227	\$30.89	Gravitational Plank	GT343	\$42.92
City Fragments	GT100	\$47.15	Ground Strata II	GT159	\$43.34
<b>Clever Class / QS</b>	BT408	\$20.79	<b>Headstrong / QS</b>	BT354	\$28.10
Collaborate	BT297	\$34.08	Hem	GT178	\$37.60
Colorbeat	GT160	\$37.60	Hem Plank	GT295	\$43.90
Colorbeat Plank	GT298	\$40.87	Hexagonal Infusion Plank	GT299	\$42.27
<b>Coolly Noted / QS</b>	BT336	\$20.79	High Marks	GT108	\$38.39
Cross Country	BT145	\$35.56	Higher Thinking	BT299	\$34.08
Curious	GT150	\$42.51	Horsepower II	GT170	\$45.79
<b>Datum / QS</b>	BT284	\$30.12	Hustle & Bustle	GT307	\$35.71
Delhi	BT225	\$30.97	<b>Hydrosphere / QS</b>	GT332	\$37.01





## NXT AIR BACKING MODULAR TILE

STYLE	STYLE #	NXT AIR	STYLE	STYLE #	NXT AIR
Hyper Earth Plank	BT405	\$35.71	Photofinish II	GT169	\$45.79
In The Loop / QS	BT309	\$31.12	Picture This / QS	BT334	\$20.79
Inner Core Plank / QS	GT336	\$41.88	Pix II	GT158	\$46.61
Inseam Plank	GT297	\$43.90	Pop Icon	GT194	\$47.42
Insurgent	BT367	\$31.62	Posture / QS	BT407	\$20.79
Into It / QS	GT319	\$37.83	Ready Confetti / QS	BT383	\$30.53
It's a Sign II	GT162	\$49.88	Reawakened Plank	GT302	\$42.27
Jacket II	GT171	\$40.87	Rebel	BT357	\$28.34
Jean	GT177	\$37.60	Reckless / QS	BT353	\$28.10
Kinesthetic Plank / QS	GT317	\$42.69	Rediscovered Plank	GT303	\$42.27
Knitpick Plank / QS	BT392	\$33.78	Reflective Symmetry	BT312	\$30.38
Know-How	GT137	\$40.45	Relative Degree	GT192	\$38.99
Late Night	GT306	\$35.71	Rendered Reality	GT193	\$38.99
Lateral Surface	BT314	\$30.38	Restore	BT417	\$34.08
Layered Earth / QS	GT335	\$37.01	Riot / QS	BT355	\$28.10
Lead Off	BT338	\$30.78	River Rush II	GT174	\$41.68
Line Drive / QS	BT339	\$26.47	Rookie	GT155	\$39.23
Lithosphere / QS	GT334	\$37.01	Sector / QS	BT285	\$30.12
Mast II	GT166	\$46.61	Seek Unique / QS	BT335	\$20.79
Metamorphic Plank / QS	BT388	\$33.78	Seismic Wave Plank	GT342	\$42.92
Mischievous	GT151	\$42.51	Selvedge	GT179	\$37.60
Mix & Match Plank / QS	BT385	\$33.78	Seoul	BT226	\$30.97
Mutineer	BT366	\$31.62	Shirt II	GT173	\$45.79
New Basics III / QS	BT400	\$28.10	Sketch Pad	BT296	\$31.39
Newcomer	GT156	\$39.23	Solve	BT300	\$34.08
Off The Wall	GT195	\$47.42	Solve II	BT416	\$34.08
On The Surface II	GT176	\$41.68	Spatial / QS	BT283	\$30.12
One First / QS	MT086	\$34.46	Speed Limit	BT308	\$35.48
Outer Core Plank / QS	GT337	\$41.88	Spherical Infusion Plank	GT300	\$42.27
Outer Layers Plank	GT323	\$42.27	Starting Over	GT316	\$35.37
Parkway II	GT167	\$46.61	Statement Stone / QS	BT390	\$30.53
Paved Freedom	BT306	\$34.91	Step In Style II / QS	GT312	\$71.07



## NXT AIR BACKING MODULAR TILE

STYLE	STYLE #	NXT AIR	STYLE	STYLE #	NXT AIR
Step Up II / QS	GT311	\$80.81	Gradate Plank	KT260	\$68.15
Streetscapes	GT308	\$35.71	Embed 24x48	KT261	\$68.15
Structured Motion	BT271	\$33.88	Inlay	KT262	\$63.56
Super Fresh	GT196	\$47.42	Inlay 24x48	KT264	\$68.15
Take Note	GT090	\$38.39	Blend	KT263	\$68.15
Taped Off	GT197	\$45.79	Biomorph	KT256	\$43.90
The Field II	GT104	\$49.02	Braided Texture	KT231	\$52.08
The Flow	GT109	\$40.83	Diagonal Relief	KT237	\$60.29
The Groove II	GT103	\$47.66	Fade Relief	KT238	\$60.29
Threaded Craft / QS	BT414	\$30.38	Intercosmic	KT251	\$60.29
Tranquil Beauty Plank	GT309	\$40.63	Lenticular Relief	KT240	\$63.56
Transformative	GT324	\$43.90	Living World	KT253	\$60.29
Transformed Façade Plank	GT322	\$42.27	Metagalactic Plank	KT252	\$60.29
Travel Time	BT307	\$35.48	Modern Appeal	DT161	\$56.94
Vacant Beauty	GT101	\$46.53	Plane High	KT236	\$60.29
Vandal	BT358	\$28.34	Plane Low	KT235	\$57.00
Vanishing Point	BT313	\$30.38			
Variegated Grid	BT237	\$33.33	Alteration	MD042	\$37.60
Venturesome / QS	BT356	\$28.10	Anyone There	MD034	\$49.88
Vest	GT172	\$39.23	Backstitch	MD040	\$37.60
Wavelength	GT149	\$41.62	Backstreet Brawl	MD029	\$28.10
Wellbeing	GT325	\$43.90	Bad Attitude	MD025	\$28.10
WildStyle	BT360	\$28.34	Bar Hopping	MD053	\$20.79
Work It! 17	GT142	\$33.19	Battle Born	MD026	\$31.62
Work It! 26	GT143	\$38.35	Before Dawn	MD049	\$30.12
Write Direction Plank / QS	GT318	\$41.88	Breaking Rank	MD027	\$31.62
X-Factor / QS	BT212	\$26.15	Calculated	MD058	\$43.34
Zip It Plank	GT296	\$42.27	Cast Off	MD052	\$30.78
			Chariot Race	MD002	\$35.71
Embed	KT258	\$63.56	Circular Influx	MD023	\$42.27
Join	KT259	\$60.29	Clean Finish	MD039	\$42.27



**NXT AIR BACKING MODULAR TILE**

STYLE	STYLE #	NXT AIR	STYLE	STYLE #	NXT AIR
Clear The Room	MD033	\$28.34	Nomadic Wanderer	MD006	\$42.27
ColorEffect		\$37.60	Off the Menu	MD056	\$30.51
Cosmos	MD342	\$60.29	On Draft	MD054	\$20.79
Dazed & Confused	MD062	\$50.70	Other Side	MD043	\$47.42
Deep Thinker	MD063	\$50.70	Over The Edge	MD061	\$42.51
Desperado	MD032	\$28.10	Overlock	MD041	\$37.60
Dining Out	MD055	\$20.79	Paranoid	MD060	\$42.51
Equatorial Rim	MD047	\$30.12	Raso Tera	MD017	\$33.78
Even Numbers	MD057	\$43.34	Reborn Wisdom	MD005	\$42.27
Fever Pitch	MD024	\$28.34	Society Down	MD031	\$28.34
Fighting Stance	MD030	\$28.10	Sole Terra	MD019	\$33.78
Galactic	MD343	\$60.29	Sotto Terra	MD018	\$30.53
Get In Line	MD059	\$46.61	Spotted Influx	MD021	\$42.27
Groundmap	MD344	\$60.29	Starboard Way	MD051	\$30.78
Heavy Earth	MD050	\$30.12	Step By Step	MD009	\$71.07
Hexagonal Influx	MD022	\$42.27	Step Right Up	MD007	\$75.94
Hyper drive	MD046	\$45.79	Stitch Length	MD037	\$43.90
Intelligence	MD064	\$31.12	Street Racer	MD028	\$28.34
Lining Run	MD038	\$43.90	Supernatural Vision	MD035	\$49.88
Look-See	MD044	\$47.42	Switch Back	MD045	\$47.42
Make An Entrance	MD008	\$80.81	Terraforming	MD048	\$30.12
Mind Reader	MD036	\$40.63			





## ADHESIVE PRODUCTS

ITEM	PRODUCT DESCRIPTION	SKU	SIZE/PKG	NJPA PRICE
EnPress	Pressure Sensitive Releasable for EcoFlex ICT, NXT & AIR Carpet Tile and Plank (80% RH and 9 pH)	M004	4 Gal Bucket	\$88.00
PermaLink	Adhesive film used to install EcoFlex ICT Carpet Tile over direct-glue, broadloom carpet	A067B	Rolls 27 3/4" wide x 195' Long	\$225.00
FlexLok Tabs	Installation tabs used to install EcoFlex NXT and EcoFlex ICT Carpet Tile	FLXTB	Box of 500 tabs	\$80.00
NuBroadlok Premium Plus	Spread adhesive for Broadloom and Woven	B0020	4 Gal Bucket	\$35.00
NuBroadlok Premium Plus	For Double Stick Installations Carpet to Pad	B0020	4 Gal Bucket	\$35.00
OptiSeal 90% RH--11pH	One Coat Moisture Sealer and Adhesive / Cutback Sealer	M003	4 Gal Bucket	\$122.00
NuBroadlok Latex Seam Sealer	For Broadloom and Woven	7702B	Case 12 x 8 oz	\$71.00
NuBroadlok Latex Seam Sealer	For Broadloom and Woven	7030B	1-QT bottle	\$18.00
NuBroadlok Moisture Proof Latex Seam Sealer	For Moisture Barrier Broadloom Products	SFE	Case 12 x 8 oz	\$91.00
NuBroadlok Edge Sealer	For Broadloom and Woven	B261	1 x 8oz Bottle	\$15.00
NuBroadlok Edge Sealer	For Broadloom and Woven	B267	Case 12 x 8 oz	\$94.00

Note: Prices are FOB mill.

\*\* Spread rates shown for adhesives are per bucket or in the case of FlexLok Tabs, per box of tabs.





## HARD SURFACE ADHESIVES

ITEM	PRODUCT DESCRIPTION	SKU	SIZE / PKG	NJPA PRICE
M700	Primary LVT pressure sensitive adhesive;	VA67	4 Gallon	\$104.28
M700	For use with all glue down LVT	VA67	1 Gallon	\$29.04
M95.0	M95.0 Acrylic	M95C	4 Gallon	\$116.85
M95.0	M95.0 Acrylic	M95C	1 Gallon	\$38.00
MS160	MS160 Spray	MS160	2 oz Spray / 6 cans/case	\$146.00
M1000	ProTack Acrylic Adhesive (4 GAL) 3-in-1	M1000	4 Gallon	\$133.53
M908	ProTack Urethane Wood Flrg Adhesive 5 gallon pail	M908	5 Gallon	\$105.93
M908	ProTack Urethane Wood Flrg Adhesive 3 1/2 gallon pail - 36 pails/pallet	M908	3 1/2 Gallon	\$78.68
GLU1	T&G Glue - 16 oz - Eurobond D3 Spec	GLU1	16 oz	\$5.63
AD33	AD33 - Stair Nose Filler	ECCB	400 ml / 12.8 oz dual cartridge	\$46.02
AD535	Urethane adhesive for use with rubber products under heavy rolling loads	SFE35	1 Gallon, 2 Parts	\$106.88
AWP77	Acrylic Adhesive -Can be Used as A Pressure Sensi- tive Adhesive or Wet Set Adhesive) - Rubber Tiles,	AWP77	4 Gallon	\$166.32
AWP77	Stair Treads & Medi-Flex	AWP77	1 Gallon	\$50.18

## HARD SURFACE FLOOR SEALERS & PRIMERS

Infuze Seam Sealer	For cold welding Resilient Sheet seams	INFZC	5 oz.	\$5.18
SurfaceSeal	For installing Vinyl Sheet and Tile Flooring Over Old Adhesive or Cutback Residue	XL26	4 Gallon	\$80.00
PrimeCoat	Concrete floor primer for ues with all vinyl tile and plank	XL23	4 Gallon	\$34.09



### HARD SURFACE LVT PRODUCTS

ITEM	STYLE	STYLE #	NJPA PRICE	ITEM	STYLE	STYLE #	NJPA PRICE
LVT	Antiek	C0015	\$3.58	LVT	Living Local Glue Down	C2039	\$2.97
LVT	Bolder (SGK)	C0010	\$4.35	LVT	Living Local Clic	C2038	\$4.38
LVT	Grainiac	C0013	\$1.88	LVT	Mixte Solid (June 19 launch)	C0090	\$4.53
LVT	Grown Up	C0075	\$4.53	LVT	Mixte Stripe (June 19 launch)	C0091	\$4.53
LVT	Morikato	C0016	\$3.49	LVT	Lineate (June 19 launch)	C0089	\$4.53
LVT	Matuto	C0008	\$3.49	Underlay- ment	ActiveSound	VU02C	\$1.01
LVT	Secoya (SGK)	C0009	\$4.35	Underlay- ment	AccuSound	VU01C	\$0.47
LVT	Sereno	C0004	\$3.49				
LVT	Shikumen	C0005	\$3.49	LVT	Trenta Wood	C0051	\$5.22
LVT	Urban Patina	C0011	\$4.16	LVT	Trenta Wood	C0050, C0052	\$5.22
LVT	Select Step - Stone	C0007	\$2.83	LVT	Trenta Stone	C0053, C0054, C0055	\$5.22
LVT	Select Step - Wood	C0007	\$2.83				
LVT	Strong Step	C0003	\$1.42	Click LVT	Active Tec	LP6	\$4.50
LVT	Primavida	B9001	\$3.58	Click LVT	Active Tec Stone	C0071, C0072, C0073, C0074.	\$4.50
LVT	Etchworks	C0064	\$2.92				
LVT	Metal	C0059	\$4.53				

### HARD SURFACE LVT PRODUCTS

ITEM	STYLE	STYLE #	NJPA PRICE
Resilient Sheet Vinyl	Inner Glow	C2035	\$17.90
Resilient Sheet Vinyl	Resplendent Refuge	C2036	\$17.90
Resilient Sheet Vinyl	Striking Balance	C2037	\$17.90
Resilient Sheet Vinyl	Calmness	C2023	\$28.50
Resilient Sheet Vinyl	Ephemeral	C2022	\$28.50
Resilient Sheet Vinyl	Sensory	C2021	\$28.50
Resilient Sheet Vinyl	Therapeutic	C2020	\$28.50



### HARD SURFACE RUBBER PRODUCTS

STYLE NAME	PLATFORM	STYLE #	NJPA PRICE	STYLE NAME	PLATFORM	STYLE #	NJPA PRICE
TRUE Medi-Flex Sheet	Rubber Sheet	TRS2	\$4.25	Rubber Sheet	Master Step Sheet	RRO	\$4.04
TRUE Medi-Flex Sheet	Rubber Sheet	TRS3	\$5.39	Rubber Sheet	Master Step Sheet	RRO3	\$4.84
TRUE Medi-Flex Tile	Rubber Tile	TRST	\$5.76	Rubber Tile	Master Step Slate, Natural Slate & Hammered Tile	MCA, MLS, DSH	\$6.62
TRUE Medi-Flex Tile	Rubber Tile	TRSI	\$7.16	Rubber Tile	Master Step Slate, Natural Slate & Hammered Tile	MCA, MLS, DSH	\$6.41
TRUE Hammered, Slate, Natural Slate	Rubber Tile	TRM, TRF, TRA	\$7.37	Rubber Tile	Master Step Round Tile	MCR	\$6.04
TRUE Hammered, Slate, Natural Slate	Rubber Tile	TRM, TRF, TRA	\$7.11	Rubber Tile	Master Step Round Tile	MCR	\$5.86
TRUE Round	Rubber Tile	TRR	\$7.11				
TRUE Round	Rubber Tile	TRR	\$6.88				

\*\* ROLL CUTTING CHARGE: IF UNDER 50 LF, \$25.00. IF 50 LF OR MORE, NO CUT CHARGE. \*\*

### STAIR TREAD

STYLE NAME	STYLE #	NJPA PRICE	STYLE NAME	STYLE #	NJPA PRICE
TRUE Round Nose & Tread	TRN	\$12.49	SBR Master Step Round Nose & Tread	RTR	\$11.35
TRUE Round Nose, Tread & Riser	TRO	\$13.50	SBR Master Step Round Nose, Tread & Riser	OPR	\$12.23
TRUE Round Nose, Tread & Visual Strip	TRP	\$15.05	SBR Master Step Round Nose, Tread & Visual Strip	RVR	\$13.69
TRUE Round Nose, Tread, Riser & Strip	TRQ	\$16.34	SBR Master Step Round Nose, Tread, Riser & Strip	OVR	\$14.85





### HARD SURFACE, WOOD AND LAMINATE PRODUCTS

STYLE NAME	STYLE #	NJPA PRICE	STYLE NAME	STYLE #	NJPA PRICE
Collector's Edition	KH223	\$5.82	Davis Hickory	MCH15	\$6.19
City Feel	KH222	\$5.35	Davis Hickory	MCH16	\$7.15
Reclaimed Revival	KH221	\$6.47	Davis Maple	MCH11	\$5.29
Davis Maple	MCH17	\$4.41	Davis Maple	MCH12	\$6.62
Davis Hickory	MCH18	\$4.41	Davis Maple	MCH13	\$7.28
Davis Oak	MCH19	\$3.58	Davis Oak	MCH08	\$5.27
Davis Oak	MCH20	\$3.85	Davis Oak	MCH09	\$6.34
Collector's Edition	KH223	\$5.82	Davis Oak	MCH10	\$6.47
Spring Edition	KH241	\$6.13			
Style Edition	KH242	\$6.13	Boho	C2009	\$3.03
Fall Edition	KH243	\$6.13	1967	C2010	\$3.03
Davis Hickory	MCH14	\$5.03			

### CUSHION / PAD PRODUCTS

STYLE NAME	STYLE #	NJPA PRICE	STYLE NAME	STYLE #	NJPA PRICE
SMART STEP 20 6'	P20BP	\$1.49	SMART STEP 32 6'	P32BP	\$1.89
SMART STEP 20 12'	P20BP	\$1.49	SMART STEP 32 12'	P32BP	\$1.89
SMART STEP 24 6'	P24BP	\$1.60	SMART STEP 40 6'	P40BP	\$2.32
SMART STEP 24 12'	P24BP	\$1.60	SMART STEP 40 12'	P40BP	\$2.32
SMART STEP 28 6'	P28BP	\$1.72	* Specifiers Choice offerings are made from 100% post industrial recycled content		
SMART STEP 28 12'	P28DP	\$1.72			





## UPCHARGES / SCHEDULES

### SCHEDULE A

RUNNING LINE - BROADLOOM	QUANTITY	UPCHARGE	OVERAGE
Custom Color Tufted	133 - 170 SY	\$2.50	10%
Piece Dye	171 - 300 SY	\$1.50	10%
	301 - 499 SY	\$0.50	10%
Refer to product grid for	500 - 1499 SY	No charge	5%
minimum yardage required by style	1500 - 4999 SY	No charge	5%
	5000 +	No charge	3%

Due to beck size limitations, piece dyed products may be subject to multiple lots depending on order size.

### SCHEDULE B

RUNNING LINE - BROADLOOM / MODULAR	QUANTITY	UPCHARGE	OVERAGE
Custom Color Tufted	1500 - 2999 SY	\$1.00	5%
Yarn/ Solution Dye	3000 - 4999	\$0.50	5%
	5000 +	No charge	3%

Refer to product grid for minimum yardage required by style.

### SCHEDULE C

RUNNING LINE - WOVEN	QUANTITY	UPCHARGE	OVERAGE
Custom Color	500 - 749 SY	\$2.00	10%
	750 - 1499 SY	\$2.00	10%
	1,500 - 2,999 SY	\$1.00	5%
Refer to product grid for	3,000 - 3,999 SY	\$0.75	5%
minimum yardage required by style	4,000 - 4999 SY	\$0.50	5%
	5000 +	No charge	3%

Note: Wiltons inquiry basis only and minimum yardage is 1000 sy. Price to be established at time of inquiry.

### SCHEDULE D

	QUANTITY	UPCHARGE	OVERAGE
CHENGDU Modular	750 - 999 sy	\$4.00	10%
Custom Stripe	1000 - 1499	\$2.00	10%
	1500 - 2999 SY	\$1.00	5%
	3000 - 4999	\$0.50	5%
	5000 +	No charge	3%



## UPCHARGES / SCHEDULES

### SCHEDULE E

See Ready To Design Price Grid

### SCHEDULE F

	QUANTITY	UPCHARGE	OVERAGE
SIMPLY TAILORED Collection	250 - 499	\$3.00/ sy	15%
Well Dressed and Pocket Square Only	500 - 999	\$2.50/ sy	10%
Change Accent color (must be chosen from 10 Colorbeat colors as shown in folder or contact your Custom Coordinator)	1000 - 1999	\$2.00/sy	5%
	2000 - 2999	\$1.00/sy	5%
	3000 - 5000+	No charge	5%
	5000+	No charge	3%

### SCHEDULE G

	MINIMUM - 500 SY	NO UPCHARGE	OVERAGE
SMALL MINIMUM CUSTOM PATTERN COLLECTIONS - BROADLOOM	500 - 1499		10%
SILK ROAD COLLECTION	1500 - 4999		5%
MÉMOIR COLLECTION	5000+		3%
NATURAL INSTINCTS COLLECTION			

Pricing is same as running line products from the custom's respective collection. Minimums are applicable to running line colors only. If a custom color is required, minimum will be 1500 sy it will be handled as a custom and will need to be costed as such.

### SCHEDULE H

	MINIMUM	UPCHARGE	OVERAGE
Moving Floors Collection	1500-5000	\$1.00	5%
Custom color will have minimum requirement by creel color then a single style minimum since typical installs will involve a combination of Plane High, Plane Low, Fade Relief, Diagonal Relief, and Lenticular Relief	5000+	\$0.00	3%

**CUSTOM COLOR** Using same yarn system as the standard running line product.  
If yarn system is changed, product becomes a custom / custom with pricing to be established at time of inquiry.  
Discontinued colors will be treated as custom colors.



DIAL-UP / DIAL-DOWN	Change in weight only. No change to yarn. Refer to product grid for weight changes and yardage requirements. Pricing to be established a time of inquiry. Variations exceeding 2 oz. require a strike off.
DROPPED PRODUCTS	Once a product is dropped, it becomes a custom. It will be subject to costing and may require a strike-off. Dropped products using KDK yarns require inquiry and minimums may be higher than normal.
CUSTOM / CUSTOM	Inquiry basis only, minimum will vary depending on type of construction, yarn, etc. Custom / customs will not be considered for less than 1500 sy (tufted) 1000 sy (Landrum), 750 sy Karaloc

#### INQUIRIES REGARDING COVE BASE OR CUTTING AND BINDING

Contact your Customer Service Representative.

#### BROADLOOM BACKING CHANGES

	MINIMUM	UPCHARGE	AVAILABILITY
Weldlok (A) to Weldlok Unitary (T)	133 sy	\$0.50	*Selected styles
Weldlok (A) to Unibond Plus (UU)	133 sy	\$1.00	*Selected styles
Unibond Plus (UU) to Unibond Plus Bloc (UB)	350 sy or 1500 sy*	\$3.00	*Selected styles
Weldlok (A) to Unibond Plus Bloc (UB)	350 sy or 1500 sy*	\$4.00	*Selected styles
Duraloc AIR (EF) for A products	133 sy	\$4.75	*Selected styles
Duraloc AIR Performance (MG) for UU products and woven	133 sy	\$4.75	*Selected styles
Lifeloc Laminate (LP)	Same as for Bloc*	\$5.25	
Lifeloc Cushion (L4)	Same as for Bloc*	\$6.25	

\*See product grid for availability

Check your product guides for the minimum - will either be 350 or 1500 sy  
Overages for broadloom backing changes - 5% (15' minimum)

#### BROADLOOM WIDTH CHANGES (ALL)

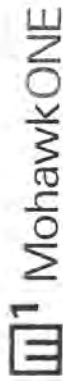
	MINIMUM	UPCHARGE	OVERAGE
Change Width to 13'6" or 15'	1500	\$1.50	Standard

#### BACKING CHANGES - MODULAR (ALL)

	MINIMUM	UPCHARGE	OVERAGE
Convert to 12x36 Plank	1500	\$1.75 sy	Standard
Running Line ICT (T3) to NXT	500	\$1.00	Standard
NXT Air	500	\$4.00	Standard
STANDARD CUSTOM OVERAGES	133 - 1,499 SY	10% (15' Minimum)	
Unless otherwise noted	1,500 - 4,999 sy	5%	
	5000 +	3%	

Amount of overage is NOT guaranteed. Overage should not be included as part of required yardage.





GLOBAL SOLUTIONS FROM MOHAWK GROUP

REGIONS		STATES (Alphabetically)
1	Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
2	Southwest and Texas	AZ, S CA, TX
3	Midwest, Ohio Valley, MidAtlantic, NE, NM, OH, OK, PA, SD, VA, WI, WV	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, VA, WI, WV
4	Northwest and Mid Pacific	CO, ID, MT, N CA, NV, OR, UT, WA, WY
5	Northeast	CT, DE, MA, ME, NH, NJ, NY, RI, VT

NJPA Regional Labor Rates Effective 8/10/2017											
REGION 1		REGION 2			REGION 3			REGION 4		REGION 5	
LABOR DESCRIPTION		Standard Rates	UOM	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages
Installation Broadloom (direct glue down)		\$6.90	SY	\$7.48	\$10.10	\$8.05	\$10.87	\$10.35	\$13.97	\$10.47	\$14.13
Installation Broadloom (w/ pattern)		\$7.48	SY	\$8.05	\$10.87	\$8.63	\$11.65	\$10.92	\$14.74	\$11.04	\$14.90
Installation Carpet Tile		\$6.39	SY	\$6.39	\$8.63	\$6.99	\$9.44	\$7.83	\$10.57	\$9.04	\$12.20
Removal of Double Stick Installation		\$6.90	SY	\$6.90	\$9.32	\$6.90	\$9.32	\$9.20	\$12.42	\$9.31	\$12.57
Removal of Broadloom (direct glue down)		\$3.45	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$4.60	\$6.21	\$4.72	\$6.37
Removal of Carpet Tile		\$3.45	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$4.22	\$5.70	\$4.52	\$6.10
Removal/Disposal Resilient Flooring		\$1.20	SF	\$1.20	\$1.62	\$1.39	\$1.88	\$1.39	\$1.88	\$1.51	\$2.04
Carpet Disposal		\$0.72	SY	\$0.85	\$1.15	\$1.06	\$1.43	\$1.08	\$1.46	\$1.20	\$1.62
Broadloom or Carpet Tile Reclamation Fee		\$2.28	SY	\$2.41	\$3.25	\$2.53	\$3.42	\$2.53	\$3.42	\$2.71	\$3.66
Installation of VCT		\$1.36	SF	\$1.36	\$1.84	\$1.47	\$1.98	\$1.81	\$2.44	\$2.11	\$2.85
Installation of Luxury Vinyl Tile (Planks or Squares)		\$1.81	SF	\$1.81	\$2.44	\$2.11	\$2.85	\$2.71	\$3.66	\$2.89	\$3.90
Installation of Rubber (Tile or Roll)		\$2.01	SF	\$2.30	\$3.11	\$2.42	\$3.27	\$3.11	\$4.20	\$3.01	\$4.06
Installation of Sheet Vinyl		\$18.68	SY	\$18.68	\$25.22	\$18.68	\$25.22	\$21.56	\$29.11	\$21.71	\$29.31
Heat Welding (Sheet Vinyl)		\$3.45	LF	\$3.62	\$4.89	\$3.74	\$5.05	\$4.20	\$5.67	\$4.31	\$5.82
Installation Flash cove (Sheet Vinyl)		\$7.48	LF	\$7.75	\$10.46	\$8.63	\$11.65	\$10.93	\$14.76	\$11.04	\$14.90
Palletize/Shrink Wrap old carpet for reclamation		\$1.81	SY	\$1.81	\$2.44	\$2.11	\$2.85	\$2.11	\$2.85	\$2.41	\$3.25
Conventional Furniture Moving (Light)		\$3.45	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$4.03	\$5.44	\$4.14	\$5.59
Conventional Furniture Moving (Medium)		\$4.60	SY	\$4.60	\$6.21	\$4.60	\$6.21	\$5.18	\$6.99	\$5.29	\$7.14
L I F Systems / Carpet Tile Projects Only - Add		\$12.99	SY	\$12.99	\$17.54	\$14.15	\$19.10	\$15.29	\$20.64	\$15.29	\$20.64
Moisture Testing		\$180.69	EA	\$180.69	\$243.93	\$210.81	\$284.59	\$210.81	\$284.59	\$240.92	\$325.24
Night / Saturday Labor - Add		40%	%	40%	40%	40%	40%	40%	40%	40%	40%
Sunday / Holiday Labor - Add		60%	%	60%	60%	60%	60%	60%	60%	60%	60%
Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown		\$3.01	LF	\$3.01	\$4.06	\$3.01	\$4.06	\$3.75	\$5.06	\$3.91	\$5.28
Furnish / Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown		\$3.54	LF	\$3.54	\$4.78	\$3.54	\$4.78	\$4.41	\$5.95	\$4.59	\$6.20



Furnish / Install Transition, Standard, Black/Brown/Gold/Silver	LF	\$3.60	\$3.60	\$4.86	\$3.60	\$4.86	\$4.62	\$6.24	\$4.82	\$6.51
Furnish / Install Ceramic Tile	SF	\$35.00	\$35.00	\$47.25	\$35.00	\$47.25	\$45.00	\$60.75	\$45.00	\$60.75
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)	SF	\$1.45	\$1.45	\$1.96	\$1.68	\$2.27	\$1.81	\$2.44	\$2.11	\$2.85
Floor Prep - Self Leveling to 1/4 Inch (Material and Labor)	SF	\$1.81	\$1.81	\$3.25	\$2.71	\$3.66	\$3.01	\$4.06	\$3.49	\$4.71
Hourly Labor Rate for Services not Listed	HR	\$54.21	\$54.21	\$81.31	\$78.31	\$105.72	\$96.37	\$130.10	\$118.52	\$160.00
Material/Equipment Rental Rates for Material/Equipment Rental not Listed	%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Supplemental Benefits	HR	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Project Management Fee may be added to Mohawk Materials if installation services are provided directly by MohawkONE	%	20%	20%	20%	20%	20%	20%	20%	20%	20%

#### **LABOR NOTES:**

Labor prices are not to exceed prices.

Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.

Union labor and other services and ancillary items are available through Mohawk. Union labor upcharges and other services/ancillary items are quoted job by job and negotiated between Mohawk and the customer.

Ceramic tile material pricing includes standard profile tile product suitable for light to medium indoor commercial applications.

#### **LABOR EXCLUSIONS:**

Asbestos Testing and Abatement

Border Labor

Carpet Cleaning

Ceramic tile furnish and install, in addition to other stated exclusions herein, excludes accessories, trim pieces, specialty tiles, moisture membranes, flashing, wet area installations, setting materials, grout, transitions, freight and fuel surcharges

Delivery/Handling to job site from installer warehouse

Disposal of Existing Hard Tile Flooring

Dumpster Charges

Excessive Trip Charges and Small Job Trip Charges

Extensive floor exceeding the above described floor prep

Furniture Moving (high density or extraordinary)

Hoisting

Material/Adhesive/Pad/Underlayment/Base Inside Corners/Base Outside Corners, unless otherwise noted

Moisture Remediation/Abatement

Moving of computers, telephony, equipment, or personal items

Pattern Labor, unless otherwise noted

Payment and Performance Insurance Bonds

Phasing Labor

Protection of Floors

Reclamation Government Imposed Fees are Excluded wherever applicable. CA, OR and WA currently have fees related to reclamation averaging \$110.00 per location. All are excluded.  
Reclamation fee excludes packaging, palletization, and shipment to reclamation processor

Removal hard tile

Stair Labor

Storage of Materials longterm

Sales Tax - Local, State, and Federal

Transitions exclude schluter or similar needed for ceramic tile installation

Union upcharges

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

9.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

August 5, 2018

**Subject:**

**CHANGE DATE OF SEPTEMBER BOARD MEETING**

The Board will discuss and may change the date of the September 13, 2018 Regular Board Meeting to the week of September 17 in consideration of the travel calendar of a Board Member. The requested date is Thursday, September 20, 2018.

**Recommend Approval**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

9.01  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

July 31, 2018

**Subject: 2018-19 CSBA MEMBERSHIP DUES, PERIOD  
FROM JULY 1, 2018 THRU JUNE 30, 2019**

Membership Dues for the period from July 1, 2018 thru  
June 30, 2019, in the amount of \$13,122.

CSBA Membership Dues are due by Friday, August 31, 2018.

**ACTION**

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees: Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

9.02  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_





California School Boards Association

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**

INV-40962-T7R6S2

**Invoice Date**

5/11/2018

**PO #**

**Bill To:**

Alum Rock Union ESD  
2930 Gay Ave  
San Jose, CA 95127-2322  
United States

**Ship To:**

Alum Rock Union ESD  
2930 Gay Ave  
San Jose, CA 95127-2322  
United States

MAY 23 2018

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership ( 07/01/2018 - 06/30/2019 ) *	\$13,122.00	1.00	\$13,122.00	
ELA	ELA Membership ( 07/01/2018 - 06/30/2019 )	\$3,280.00	1.00	\$3,280.00	

CSBA dues are due by August 31, 2018

**Total Invoice:** \$16,402.00

**Total Paid:** \$0.00

**Balance Due:** \$16,402.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

**Customer Number**

100797

**Invoice Number**

INV-40962-T7R6S2

**Invoice Date**

05/11/2018

**Terms**

**Balance Due**

\$16,402.00

**Make checks payable to:**

California School Boards Association - CSB (6744)  
c/o West America Bank  
P.O. Box 1450  
Suisun City, CA 94585-4450

**Bill To:**

Alum Rock Union ESD  
2930 Gay Ave  
San Jose, CA 95127-2322  
United States

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

9.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

July 31, 2018

**Subject: 2018-19 CSBA EDUCATION LEGAL ALLIANCE (ELA)  
MEMBERSHIP DUES, PERIOD FROM JULY 1, 2018  
THRU JUNE 30, 2019**

ELA Membership Dues for the period from July 1, 2018 thru  
June 30, 2019, in the amount of \$3,280.

CSBA ELA Membership Dues are due by Friday, August 31, 2018.

**ACTION**

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

9.03  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



California School Boards Association

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**

INV-40962-T7R6S2

**Invoice Date**

5/11/2018

**PO #**

**Bill To:**

Alum Rock Union ESD  
2930 Gay Ave  
San Jose, CA 95127-2322  
United States

**Ship To:**

Alum Rock Union ESD  
2930 Gay Ave  
San Jose, CA 95127-2322  
United States

MAY 23 2018

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership ( 07/01/2018 - 06/30/2019 ) *	\$13,122.00	1.00	\$13,122.00	
ELA	ELA Membership ( 07/01/2018 - 06/30/2019 )	\$3,280.00	1.00	\$3,280.00	

CSBA dues are due by August 31, 2018

**Total Invoice:** \$16,402.00

**Total Paid:** \$0.00

**Balance Due:** \$16,402.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

**Customer Number**

100797

**Invoice Number**

INV-40962-T7R6S2

**Invoice Date**

05/11/2018

**Terms**

**Balance Due**

\$16,402.00

**Make checks payable to:**

California School Boards Association - CSB (6744)  
c/o West America Bank  
P.O. Box 1450  
Suisun City, CA 94585-4450

**Bill To:**

Alum Rock Union ESD  
2930 Gay Ave  
San Jose, CA 95127-2322  
United States

9.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

August 5, 2018

**Subject: CALL FOR CSBA NOMINATIONS FOR DIRECTORS-AT-LARGE  
ASIAN/PACIFIC ISLANDER AND HISPANIC**

Nominations are being accepted until Friday, September 28, 2018. The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board.

**Discussion/Action**

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Action**

9.04  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_





July 31, 2018

**TIME SENSITIVE, REQUIRES BOARD ACTION**

**DEADLINE Friday, September 28, 2018**

**Please deliver to all members of the governing board.**

**TO:** All Board Presidents and Superintendents  
CSBA Member Districts and County Offices of Education  
**FROM:** Mike Walsh, President  
**SUBJECT:** Call for Nominations for Directors-at-Large Asian/Pacific Islander and Hispanic

Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 28**. The nomination form and all information related to the election process are available online, please visit <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectionToBoardofDirectors.aspx>.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board. The following documents are required:

- **Nomination form:** A completed, signed and dated nomination form due **Friday, September 28** (choose only one option: U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org) or fax (916) 371-3407). *Nominating CSBA member boards must secure permission from the board member prior to nominating him or her.*
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Mike Walsh is due to CSBA no later than **Friday, October 5** (choose only one option: U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org) or fax (916) 371-3407). The letter may be from of the following entities:
  - 1) A CSBA member board  
*"If signed by the Superintendent, the letter must state "on behalf of the board."*
  - 2) An individual board member from a CSBA member district or COE
  - 3) Another board member association
- **Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA no later than **Friday, October 5** (choose one option: U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org) or fax (916) 371-3407). An optional, one-page résumé may also be submitted and is due by **Friday, October 5**.

The completed candidate form and two letters of recommendation will be included in the Delegate Assembly meeting agenda packet exactly as submitted.

CSBA's Board of Directors, which includes 21 regional representatives, five directors-at-large, four officers, the California County Boards of Education president, and any California board member serving on the board of the National School Boards Association. The board is responsible for setting direction for CSBA by adopting the vision and mission and overseeing the corporate operations of the association.

The elections will take place at CSBA's Delegate Assembly meeting held at the San Francisco Marriott Marquis on Wednesday, November 28 and Thursday, November 29. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on Saturday, December 1.

Please contact the Executive Office at 800-266-3382 should you have any questions. Thank you.

(See reverse for 2019 meeting dates)



**2019**  
**EXECUTIVE COMMITTEE, BOARD OF DIRECTORS**  
**& DELEGATE ASSEMBLY MEETING CALENDAR**

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
FEB 8	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
FEB 9-10	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
APR 5	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
APR 6-7	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 16	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 17	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 18-19	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 20	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 21-22	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
DEC 2	MON	EXECUTIVE COMMITTEE	SAN DIEGO
DEC 3	TUES	BOARD OF DIRECTORS	SAN DIEGO
DEC 4-5	WED-TH	DELEGATE ASSEMBLY	SAN DIEGO
DEC 5-7	TH-SAT	ANNUAL CONFERENCE	SAN DIEGO

*Approved by the Board of Directors on November 28, 2017*



## **Board of Directors Roles and responsibilities**

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

### **Statewide leadership**

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

### **Regional and constituency leadership**

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

### **Corporate responsibilities**

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

*Source: CSBA Bylaws, Article IV, Section 1. 11/12*

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

9.05

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

July 31, 2018

**Subject:                    TERMINATE CONTRACT WITH GENERAL COUNSEL  
LEAL AND TREJO, APC**

The Board will discuss the termination of Alum Rock Union Elementary School District's Contract with General Counsel, Leal and Trejo, APC.

**DISCUSSION/ACTION**

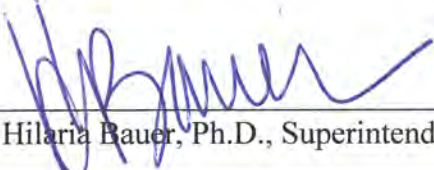
Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting:     August 9, 2018  
                 Regular Board Meeting

**Discussion/Action**

9.05  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

9.06

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

July 31, 2018

**Subject:**

**DIRECT ADMINISTRATION TO SEEK AN INDEPENDENT  
OPINION FROM LEGAL COUNSEL RELATIVE TO  
CALIFORNIA GOVERNMENT CODE SECTION 1090,  
CONFLICT OF INTEREST**

Direct administration to seek an Independent Opinion from Legal Counsel, other than the ARUSD General Counsel, relative to California Government Section Code 1090, Conflict of Interest, and Del Terra Real Estate Services, Inc., specifically looking into issues that were raised in the past by ARUSD's previous Legal Counsel.

**DISCUSSION/ACTION**

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Discussion/Action**

9.06  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

9.07

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

July 31, 2018

**Subject:**

**VERBAL REPORT ON THE STATUS OF THE VIETNAMESE  
DUAL LANGUAGE IMMERSION PROGRAM AT ALUM ROCK**

The Board will direct administration to provide a verbal report on the status of the Vietnamese Dual Immersion Program at Alum Rock Elementary School District.

**INFORMATION/DISCUSSION**

Submitted by: Hilaria Bauer, Ph.D.

Title: Superintendent

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Information/Discussion**

9.07  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Tabled: \_\_\_\_\_

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127  
Office of Superintendent of Schools

9.08

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

July 31, 2018

**Subject:**

**CONSTRUCTION MANAGEMENT AGREEMENTS  
FOR MEASURE I AND MEASURE J**

Terminate the contract between Alum Rock Elementary School District (ARUSD) and Del Terra Real Estate Services, Inc., dba Del Terra Group for Construction Management of the ARUSD Bond Program.

**Discussion/Action**

Submitted by: Hilaria Bauer Title: Superintendent

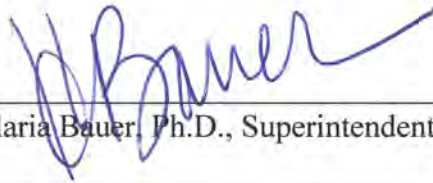
To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Discussion/Action**

9.08

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

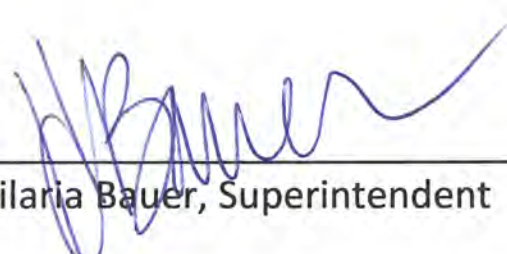
## DISCLAIMER

August 9, 2018  
Regular Board Meeting

**Agenda Item 9.09**  
**Resolution No. 02-18/19**

A Resolution of the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, California, Authorizing the Issuance of Alum Rock Union Elementary School District (Santa Clara County, California) Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto.

This agenda item was placed on the agenda by the Board for review and consideration. Superintendent Hilaria Bauer and staff do not recommend approval of Resolution No. 02-18/19 at this time.



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Hilaria Bauer, Superintendent



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

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To the Board of Trustees:

Date: August 1, 2018

**Subject: Resolution No. 02-18/19**  
**A Resolution of the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, California, Authorizing the Issuance of Alum Rock Union Elementary School District (Santa Clara County, California) Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

**Background:**

An election was held in the Alum Rock Union Elementary School District on June 6, 2016 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$139,999,671.60 (the "Measure I"). On March 8, 2018, the District Board approved a resolution (the "Prior Resolution") authorizing the first issuance of bonds under Measure I, at a negotiated sale, in a principal amount not-to-exceed \$35,000,000 (the "Series A Bonds"). The negotiated sale of Series A Bonds pursuant to the Prior Resolution required that the Board of Supervisors of Santa Clara County (the "County Board") adopt a resolution issuing the Series A Bonds on behalf of the District. The County Board has since declined to adopt such a resolution.

The Board has requested the District to authorize the issuance of the Series A Bonds at a competitive sale, pursuant to Resolution No. 46-17/18. By authorizing the competitive sale of the Series A Bonds, the District may issue the Series A Bonds on its own behalf without any need to involve the County Board.

(a) Resolution. The Resolution authorizes the issuance of the Bonds, specifies the basic terms, parameters and form of the Bonds, and approves the form of Notice Inviting Proposals for Purchase of Bonds and the form of Notice of Intention to Sell. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued (\$35,000,000). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized. Section 3 authorizes the bonds to be sold at a competitive sale, and authorizes Mission Trail Advisors LLC, the District's Financial Advisor, to solicit bids from prospective bidders, and award the sale of the Bonds on the basis of the lowest true interest cost.

(b) Notice Inviting Proposals for Purchase of Bonds; Notice of Intention to Sell. The Resolution includes as Exhibits B and C the forms of Notice Inviting Proposals for Purchase of Bonds and Notice of Intention to Sell. The Resolution authorizes the District's Financial Advisor to distribute the Notice Inviting Proposals for Purchase of Bonds to prospective bidders and to cause the Notice of Intention to Sell to be published in the Bond Buyer, a national municipal securities newspaper, to satisfy applicable legal requirements. The Notice Inviting Proposals for Purchase of Bonds sets forth certain conditions of closing the transaction, including certain of the documentation to be provided at the closing by various parties.

(c) Preliminary Official Statement. The Resolution authorizes the preparation of a Preliminary Official Statement (the "POS"). The POS is the offering document describing the Bonds which will be distributed to prospective purchasers of the Bonds. The POS must meet all applicable federal laws governing the sale and issuance of municipal securities. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Prior to the sale of the Bonds, the final version of the POS will be brought before the Board for approval. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) Future Measure I Bond Authorization. Pursuant to the Resolution, the District also commits itself to applying a portion of the proceeds from the next issuance of bonds under Measure I, together with certain funds of the District, towards the prepayment of its 2010 Certificates of Participation.

**Resolution No. 02-18/19 (Continued)**

**FISCAL IMPACT**

Staff is unable to fully assess the fiscal impact to the General Fund resulting from the issuance of the Bonds at this time.

**Recommendation:** This item was placed on the agenda by the Board with no input from staff nor the Fiscal Expert Team assigned by the County Office of Education. Staff does not recommend approval of Resolution No. 02-18/19 at this time for the following reasons:

(1) based upon the significant progress made in reconciling the books and addressing the FCMAT recommendations, the District could improve its bond rating by issuing at a later date – after the 2018-19 budget and 2017-18 independent audit. This will likely improve findings of material internal control issues thereby improving the District's rating which in turn will save the taxpayers money - something that is a fiduciary responsibility of the District and Board,

(2) the Santa Clara District Attorney's (DA) Office, Securities and Exchange Commission (SEC) and Civil Grand Jury have an on-going investigation into the District,

(3) the project list for Measure I has not been updated since the requirement that future Measure I funds first be dedicated for repayment of the outstanding multi-million dollar COP obligation. Additionally, new information from the facilities assessment may change project priorities and should be made public before additional bond funds are spent absent a revised plan,

(4) there is no need to "hurry to market" as it is too late to initiate new projects for this summer. The timing of a bond issuance in January 2019 will still provide for construction in summer of 2019,

(5) good governance practices would include staff in the decision to issue new bonds and allow staff time to provide input to the Board relative to recommended priorities and timing.

Due to reasons stated above, the District may have difficulty in attracting favorable bids under a competitive method bond sale, and therefore could result in higher costs to taxpayers. Staff recommends this item be tabled until such time as these issues have been addressed and resolved.

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**RESOLUTION NO. 02-18/19**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION SCHOOL DISTRICT, SANTA CLARA COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ALUM ROCK UNION SCHOOL DISTRICT (SANTA CLARA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO**

**WHEREAS**, a duly called election was held in the Alum Rock Union Elementary School District (the "District"), Santa Clara County (the "County"), State of California, on June 6, 2016 (the "Election") and thereafter canvassed pursuant to law, at which the following proposition (the "Bond Measure") was submitted to the qualified electors of the District:

"To improve local neighborhood schools, fix leaky, deteriorated roofs, improve fire safety, repair/ upgrade classrooms, improve student safety and security, renovate outdated restrooms, upgrade heating/ventilation/electrical systems for energy efficiency, and computer technology, shall \$139,999,671.60 of Alum Rock Union Elementary School District bonds approved by the voters in June 2008, be reapproved at legal rates to renovate, acquire, construct, repair classrooms, sites, facilities/ equipment, with independent audits, citizens' oversight, no money for administrators' salaries and all money controlled locally?"

**WHEREAS**, at the Election the Bond Measure was approved by the requisite 55% vote of the qualified electors of the District voting on the proposition, as certified by the Registrar of Voters of the County (the "Authorization");

**WHEREAS**, at this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to issue the first series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$35,000,000, and to be styled as "Alum Rock Union School District (San Jose, Santa Clara County, California) Election of 2016 General Obligation Bonds, Series A" (the "Bonds");

**WHEREAS**, the Bonds are authorized to be issued and sold by the District at a competitive sale pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act") for the purposes set forth in the ballot submitted to the voters at the Election;

**WHEREAS**, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable Bonds or Tax-Exempt Bonds, and further as Current Interest Bonds (as such terms are defined herein);

**WHEREAS**, on June 30, 2010, the District executed and delivered its Prior Certificates (as defined herein);

**WHEREAS**, the Board desires to prepay all or a portion of the Prior Certificates from proceeds of future issuances of bonds under the Authorization;

**WHEREAS**, the Board desires to set aside and restrict certain District funds to be used for the prepayment of the Prior Certificates;

**WHEREAS**, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION SCHOOL DISTRICT, SANTA CLARA COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and orders such Bonds sold at a competitive sale in one or more Series of Taxable Tax-Exempt Current Interest Bonds (each as defined herein), with appropriate Series designation if more than one Series is issued. The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined below), shall bear interest at a rate not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, shall mature on the dates and in the amounts set forth in the Official Statement (defined herein), and shall be in an aggregate principal amount not-to-exceed \$35,000,000.

**SECTION 2. Paying Agent.** This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Education Code Section 15232.

**SECTION 3. Approval of the Notice Inviting Proposals for Purchase of Bonds and Notice of Intention to Sell.** The competitive sale of the Bonds shall be undertaken pursuant to the Notice Inviting Proposals for Purchase of Bonds, and the Notice of Intention To Sell, the forms of which are set forth in Exhibits B and C hereto, respectively, and are hereby approved. The Superintendent of the District (the "Superintendent") or the Assistant Superintendent, Business Services (the "Assistant Superintendent, Business Services," and together with the Superintendent, the "Authorized Officers") each alone, are hereby authorized to execute the Notice of Intention to Sell and to cause the Notice of Intention to Sell to be published in The Bond Buyer once at least five (5) days prior to the date set to receive bids.

The terms and conditions of the offering and the sale of the Bonds shall be as specified in the Notice Inviting Proposals for Purchase of Bonds. The Board shall award the sale of the Bonds by acceptance of the bids with the lowest true interest cost with respect to the Bonds, so long as the



principal amount of the Bonds does not exceed \$35,000,000 and the true interest cost does not exceed 8.00%.

Mission Trail Advisors, LLC, the municipal advisor to the District (the "Municipal Advisor"), is hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice Inviting Proposals for Purchase of Bonds and a reasonable number of copies of the preliminary Official Statement (the "Preliminary Official Statement").

The Board hereby approves the competitive sale of the Bonds and determines that a competitive sale will allow the District to access the capital markets and fund projects authorized by voters at the Election, which will contribute to the District's goal of achieving the lowest overall cost of construction. The Board estimates that the costs associated with the issuance and purchase of the Bonds and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Proposals for Purchase of Bonds (including the fees of the Bond Insurer, if any), will equal approximately 2.4% of the principal amount of the Bonds.

The Municipal Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), are hereby authorized and directed to open the bids at the time and place specified in the Notice Inviting Proposals for Purchase of Bonds and to present the same to the Authorized Officers. The Municipal Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice Inviting Proposals for Purchase of Bonds; to cause said bids to be examined for compliance with the Notice Inviting Proposals for Purchase of Bonds; and to cause computations to be made as to which bidder has bid the lowest true interest cost with respect to the Bonds, as provided in the Notice Inviting Proposals for Purchase of Bonds, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Bonds and the proceedings for the issuance thereof.

**SECTION 4. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Official Statement):

(a) **"Beneficial Owner"** means, when used with reference to book-entry Bonds registered pursuant to Section 5 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) **"Bond Payment Date"** means, unless otherwise provided by the Official Statement, February 1 and August 1 of each year commencing August 1, 2018 with respect to interest on the Bonds, and the stated maturity dates of Bonds with respect to payments of Principal of the Bonds.

(d) **"Bond Register"** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **“Code”** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Continuing Disclosure Certificate”** means that certain contractual undertaking of the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) **“Current Interest Bonds”** means the Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Official Statement.

(h) **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Official Statement.

(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 5(c) hereof.

(j) **“Director of Finance”** means the Director of the Finance Agency of the County, or other comparable officer of the County.

(k) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(l) **“Holder”** or **“Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 5 hereof.

(m) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

(n) **“Long Current Interest Bonds”** means Bonds that mature later than 30 years from the date of issuance thereof.

(o) **“Moody’s”** means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(q) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 16 hereof.

(r) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 7 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 18 of this Resolution.

(s) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(t) **“Paying Agent”** means initially U.S. Bank National Association, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds.

(u) **“Permitted Investments”** means (i) the County Pooled Investment Fund maintained by the Director of Finance, and (ii) at the request of the District, (A) the Local Agency Investment Fund maintained by the Treasurer of the State of California; (B) other investments permitted under section 53601 of the California Government Code; and (C) investment agreements with financial institutions with senior unsecured credit ratings in one of the two highest rating categories (without regard to any refinement or gradation of such rating category by a plus or minus or a numeral) from one or more nationally recognized statistical rating organization.

(v) **“Principal”** or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

(w) **“Prior Certificates”** means the District’s Taxable Certificates of Participation, 2010 Series A (Direct Subsidy Qualified School Construction Bonds), executed and delivered evidencing an aggregate principal amount of \$25,000,000, pursuant to a Trust Agreement, dated as of June 1, 2010, by and among the District, the Public Property Financing Corporation of California and U.S. Bank National Association, as trustee, and currently evidencing outstanding principal in an amount equal to \$22,730,000.

(x) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(y) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(z) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, or, if such corporation shall be dissolved

or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(aa) “**Taxable Bonds**” means any Bonds not issued as Tax-Exempt Bonds.

(bb) “**Tax-Exempt Bonds**” means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(cc) “**Term Bonds**” means those Bonds for which mandatory redemption dates have been established in the Official Statement.

(dd) “**Transfer Amount**” means, with respect to any Outstanding Bond, the Principal Amount.

#### **SECTION 5. Terms of the Bonds.**

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall bear interest at a rate or rates not in excess of that authorized at the Election. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, and shall bear interest at the rates set forth in the Official Statement, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve, 30-day months.

Notwithstanding any other provision herein, the ratio of total debt service to Principal for each Series of Bonds shall not exceed four-to-one.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.



The Official Statement may provide that (i) in the event that any portion of a Term Bond is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bond shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bond optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When redemption is authorized pursuant to Section 5(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds (or portions thereof). Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

(d) Provide the Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other

transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 5(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 18 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal of, premium, if any, and interest on such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received, said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 18 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 18 hereof so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in authorized denominations. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of, premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the District shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other



actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of, premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.



(B) In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**SECTION 6. Execution of the Bonds.** The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of or Secretary to the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 7. Paying Agent; Transfer and Exchange.** So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and

interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) transfer any Bonds which have been selected or called for redemption in whole or in part.

**SECTION 8. Payment.** Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of, interest on, and redemption premiums, if any, on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the County except as provided in this Resolution, and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

**SECTION 9. Form of Bonds.** The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

**SECTION 10. Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

**SECTION 11. Deposit of Proceeds of Bonds.** (a) The purchase price received from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Alum Rock Union School District Election of 2016 General Obligation Bonds, Series A Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the election of the District (i) to the extent the Bonds are sold in the more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, and all references herein to a Building Fund shall be deemed to include each Building Fund created for a Series of Bonds, and (ii) the Building Fund may be established as a subaccount



of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of any bonds issued pursuant to the Authorization.

The purchase price received from the sale of the Bonds, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created to be known as the "Alum Rock Union School District Election of 2016 General Obligation Bonds, Series A Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose. At the election of the District (i) to the extent the Bonds are sold in the more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, and all references herein to a Debt Service Fund shall be deemed to include each Debt Service Fund created for a Series of Bonds, and (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of *ad valorem* tax levies made to pay any bonds issued pursuant to the Authorization.

Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District as permitted by law.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the purchaser upon the sale of the Bonds, or from the Principal Amount of the Bonds. To the extent costs of issuance are paid from such Principal Amount, the District may direct that a portion thereof, in an amount not to exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(b) Subject to federal tax restrictions, all funds held by the County hereunder shall be invested in Permitted Investments pursuant to law and the investment policy of the County. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund. Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due:

**SECTION 12. Rebate Fund.** The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Alum Rock Union School District Election of 2016 General Obligation Bonds, Series A Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the



extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

**SECTION 13. Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 13. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Director of Finance to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

**SECTION 14. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 15. Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 16. Official Statement.** The Board hereby authorizes the preparation of a Preliminary Official Statement and Official Statement relating to the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Municipal Advisor to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the purchaser of the Bonds a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

**SECTION 17. Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 18. Defeasance.** All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) **Cash:** by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or



(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund, if any, and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

**SECTION 19. Nonliability of County.** Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

**SECTION 20. Reimbursement of County Costs.** The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

**SECTION 21. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay



all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

**SECTION 22. Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Mission Trail Advisors LLC as the Municipal Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) Based on a good faith estimate from the Municipal Advisor, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 4.262%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$825,000, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds and capitalized interest, is \$34,700,000 and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$70,032,712. The information presented in this Section 23(c) is included in satisfaction of Section 5852.1 of the Government Code, and shall not abrogate or otherwise limit any provision of this Resolution.

(d) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Official Statement.

(e) To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

**SECTION 23. Resolution to Director of Finance.** The Clerk of or Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Director of Finance of the County immediately following its adoption.

**SECTION 24. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as shall be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds or a default of the District hereunder.

**SECTION 25. Future Issuances of Bonds Under the Authorization.** The Board hereby covenants that, following the issuance of the Bonds, the Board shall not issue any additional bonds under the Authorization unless such issuance of bonds shall be, in whole or in part, for the purpose of securing the prepayment of all then-outstanding Prior Certificates. The Board further covenants to cause to be issued, no earlier than 90 days prior to the first available prepayment date for the Prior Certificates, a series of bonds pursuant to the Authorization in such amount as shall be sufficient, together with any available Restricted Funds (as defined herein), to prepay all the then-outstanding Prior Certificates. In service thereof, the Board hereby restricts the following funds of the District and limits their use for no other purpose than the payment of principal and interest evidenced by the Certificates due prior to the first available prepayment date of the Prior Certificates, as well as the prepayment price of the Prior Certificates (collectively, the "Restricted Funds"): (i) State modernization matching funds currently on deposit in the County School Facility Fund (Fund 35); (ii) developer fee revenue currently on deposit in the Capital Facility Fund (Fund 25), as well as developer fee collections received by the District through the first available prepayment date for the Prior Certificates; and (iii) the unallocated balance currently on deposit in the Self Insurance Fund (Fund 67). The total amount of Restricted Funds currently available and projected to be available for the above described purposes is approximately \$12.8 million. The Board hereby directs the Authorized Officers to establish any necessary accounts in which such Restricted Revenues shall be held.

**SECTION 26. Effective Date.** This Resolution shall take effect immediately upon its passage.

**SECTION 27. Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

**SECTION 28. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 14th day of June 2018, by the following vote:

AYES: MEMBERS \_\_\_\_\_

NOES: MEMBERS \_\_\_\_\_

ABSTAIN: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Trustees,  
Alum Rock Union School District

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Trustees,  
Alum Rock Union School District

## SECRETARY'S CERTIFICATE

I, Dr. Hilaria Bauer, Ed. D., Superintendent of and Secretary to the Board of Trustees of the Alum Rock Union School District, Santa Clara County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on June 14, 2018, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June \_\_\_\_, 2018

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Superintendent and Secretary to the Board of Trustees  
of the Alum Rock Union School District



**EXHIBIT A**  
**FORM OF BONDS**

**REGISTERED  
NO.**

**REGISTERED  
\$**

**ALUM ROCK UNION SCHOOL DISTRICT  
(SANTA CLARA COUNTY, CALIFORNIA)  
ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____ % per annum	August 1, 20____	_____, 2018	

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT:

The Alum Rock Union School District (the "District") in Santa Clara County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2018. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2018, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of twelve, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association, as paying agent. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent, and to the bank and account number on file with the Paying Agent, as of the close of business on the 15th day of the month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on June 2, 2016 (the "Election"), upon the question of issuing bonds in the amount of \$139,999,671.60 and the resolution of the Board of Trustees of the District adopted on June 14, 2018 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which

this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise \$\_\_\_\_\_ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the "Bonds").

This bond is exchangeable and transferable for Bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part on any date, on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Term Bonds maturing on August 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Bonds to be so redeemed, the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Date (August 1)	Principal Amount
-------------------------------	---------------------

Total:

(1) Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20\_\_ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 of principal amount, in respect of the portion of such Term Bonds optionally redeemed.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal of and interest on the Bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

**IN WITNESS WHEREOF**, the Alum Rock Union School District, Santa Clara County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of Trustees of the District, all as of the date stated above.

**ALUM ROCK UNION SCHOOL DISTRICT**

By: \_\_\_\_\_ (Facsimile Signature)  
President of the Board of Trustees

**COUNTERSIGNED:**

\_\_\_\_\_  
(Facsimile Signature)  
[Secretary to/Clerk of] the Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2018.

By: U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

\_\_\_\_\_  
Authorized Officer



## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

\_\_\_\_\_  
(Facsimile Signature)

Secretary to the Board of Trustees

## EXHIBIT B

### NOTICE INVITING PROPOSALS FOR PURCHASE OF BONDS

\$ \_\_\_\_\_ \*

ALUM ROCK UNION SCHOOL DISTRICT  
(SANTA CLARA COUNTY, CALIFORNIA)  
ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A

**NOTICE IS HEREBY GIVEN** that sealed unconditioned proposals will be received to and including the hour of 9:00 a.m., Pacific Standard Time, on \_\_\_\_\_, 2018, at the offices of Mission Trail Advisors LLC, 111 W. Ocean Boulevard, Long Beach, California 90802 (the "Municipal Advisor"), in the manner described below, for the purchase of all, but not less than all, of \$ \_\_\_\_\_\* principal amount of Alum Rock Union School District (Santa Clara County, California) Election of 2016 General Obligation Bonds, Series A (the "Bonds"). Proposals must be submitted electronically via i-Deal LLC's ("i-Deal") Parity Electronic Bid Submission System ("PARITY"), a division of Thomson Information Services, Inc., in the manner described below, for the purchase of all, but not less than all, of \$ \_\_\_\_\_\* principal amount of the Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the Alum Rock Union School District (the "District") and publicized via the Bond Buyer or the Bond Buyer Wire or Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)).

#### **I. Issue:**

The Bonds will be dated the date of delivery, will be in the denomination of \$5,000 each, or integral multiples thereof, and will bear interest from the date of delivery of the Bonds to the maturity of each of the Bonds at the rate such that the true interest cost (the "TIC") shall not exceed \_\_%, with interest payable semiannually on February 1 and August 1 of each year during the term of each of the Bonds, commencing August 1, 2018. The Bonds will mature on August 1 in each of the years set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount*</u>	<u>Maturity Date</u>	<u>Principal Amount*</u>
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\* Preliminary, subject to change.

## **II. Option to Elect Term Bonds:**

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election in their bid. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

## **III. Adjustment of Principal Amounts:**

The estimated principal amount of each maturity of Bonds set forth above reflect certain assumptions of the District and the Municipal Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Municipal Advisor, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Bonds, in \$5,000 increments of principal amount, or eliminate maturities in their entirety. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the Municipal Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the Bonds. The percentage compensation to be paid to the successful bidder will not change if the maturity schedule is adjusted.

## **IV. Interest Rates:**

All bids for the purchase of the Bonds must state the rate of interest to be paid for each maturity of Bonds offered and bid price for such Bonds. All Bonds of the same maturity must bear the same rate of interest and no Bond may bear more than one rate. The maximum interest rate bid for each maturity may not exceed \_\_\_\_ percent (\_\_\_\_%), and the TIC may not exceed six percent (\_\_\_\_%). Bidders may specify any number of different rates to be borne on the Bonds; provided that, all interest rates must be in multiples of 1/8 or 1/20 of one percent and a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of twelve, 30-day months.

## **V. Redemption:**

The Bonds maturing on or before August 1, 20\_\_ are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to optional redemption prior to their respective stated maturity dates at the option of the District, from any source of available funds, as a whole or in part, on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

## **VI. Notice of Redemption:**

Notice of redemption of any Bond will be mailed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by the Paying Agent (as defined herein); such mailing to be not more than 45 nor less than 20 days prior to the date set for redemption. U.S. Bank National Association has been appointed as paying agent, bond registrar and transfer agent for the Bonds (the "Paying Agent"). Neither failure to receive such notice nor any

defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Bonds.

#### **VII. Costs of Issuance:**

[The winning bidder will not be required to pay any costs of issuance associated with the Bonds, except as described in Sections XVII and XXIV. Such costs of issuance, excluding the winning bidder's compensation, will be paid by the District solely from the aggregate proceeds of the Bonds eligible to be deposited into the Building Fund (as such term is defined in the Preliminary Official Statement) held by Santa Clara County on behalf of the District. The winning bidder's compensation will be paid by the District from the premium generated from the sale of the Bonds. The District reserves the right to instruct the winning bidder of the Bonds to retain from the premium generated from the sale of the Bonds an amount equal to the winning bidder's compensation. The District further reserves the right to instruct the winning bidder to wire a portion of the purchase price, in an amount not to exceed 2.0% of the principal amount of the Bonds, to U.S. Bank National Association, in its capacity as costs of issuance custodian for the Bonds.]

By the submission of its bid pursuant to the provisions hereof, each bidder will be deemed to have represented that its underwriting discount shall not exceed \_\_\_\_% of the principal amount of the Bonds.

#### **VIII. Premium/Discount Bonds:**

The District has elected to deposit the premium generated upon the sale of the Bonds[, net of the winning bidder's compensation,] into the Debt Service Fund for the Bonds (as such term is defined in the Preliminary Official Statement) established therefor, to be used to pay interest on the Bonds. Premium deposited into the Debt Service Fund may not be used to pay principal of the Bonds. Bidders may not bid a purchase price (calculated as principal plus premium minus the bidder's compensation) of more than \_\_\_\_% of the aggregate principal amount of the Bonds.

Bidders may not bid a purchase price (calculated as principal plus premium minus the bidder's compensation) of more than \_\_\_\_% or less than \_\_\_\_% of the aggregate principal amount of the Bonds.

#### **IX. Registration of Bonds as to Principal and Interest and Place of Payment:**

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial owners of the Bonds through DTC's Participants, as described in the Preliminary Official Statement.

#### **X. Authority:**

The Bonds will be issued pursuant to the Constitution and laws of the State of California and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California. The issuance of the Bonds was authorized by the requisite 55% vote of the qualified electors of the District voting at an election held on June 6, 2016.



**XI. Security:**

Both the principal of and interest on the Bonds are payable solely from an *ad valorem* property tax levied against all of the property within the District subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates).

**XII. Form of Bid:**

All bids must be submitted electronically via PARITY, pursuant to the procedures described below, and all such bids shall be deemed to constitute a Bid for Purchase of the Bonds and shall be deemed to incorporate by reference all of the terms and conditions of this Notice Inviting Proposals for Purchase of Bonds. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder's signature on the Bid for Purchase of the Bonds.

**XIII. Procedures Regarding Electronic Bidding:**

Bids must be submitted electronically via PARITY in accordance with this Notice Inviting Proposals for Purchase of Bonds, until 9:00 a.m., California Time, on \_\_\_\_\_, 2018, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals for Purchase of Bonds, the terms of this Notice Inviting Proposals for Purchase of Bonds shall control. For further information about PARITY, potential bidders may contact the District's Municipal Advisor, Lalo Trujillo of Mission Trail Advisors, LLC at (562) 473-4474 or [lalo@missiontrailadvisors.com](mailto:lalo@missiontrailadvisors.com), or PARITY at i-Deal at (212) 849-5021. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. Once the bids are communicated electronically via PARITY to the District as described herein, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Proposals for Purchase of Bonds. If a bid submitted electronically via PARITY is accepted by the District, the terms of the Bid for Purchase of the Bonds and the Notice Inviting Proposals for Purchase of Bonds and the information that is electronically transmitted through PARITY (including information about the purchase price of the Bonds, the coupon interest rate to be borne by the various maturities of the Bonds, the initial public offering price of each maturity and any other information included in such transmission) shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY's internet site ([www.tm3.com](http://www.tm3.com)) no later than 1:00 P.M. (California Time) on the last business day prior to the date of sale. In such case, a substitute bidding arrangement will be described in an amended Notice Inviting Proposals for Purchase of Bonds.

4. For purposes of submitting all Bids for Purchase of the Bonds, the time as maintained on PARITY shall constitute the official time. No bid received after the deadline shall be considered. In

any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals for Purchase of Bonds.

5. Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals for Purchase of Bonds. Neither the District nor i-Deal shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor i-Deal shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

**XIV. Estimate of True Interest Cost:**

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

**XV. Deposit:**

The successful bidder will be required to provide a good faith deposit (the "Deposit") in the form of a wire transfer made payable to

Alum Rock Union School District  
in the amount of  
\$ \_\_\_\_\_

prior to the official award. The wire transfer must be transmitted in immediately available funds and sent to the account of the District at the County of Santa Clara Director of Finance at the wire address specified in section XXIII herein, but with the following reference: Alum Rock ESD 2010 GO Bonds, Series A Good Faith Deposit. The Municipal Advisor will request the apparent winning bidder to immediately wire the Deposit (as provided in Section XXIII herein) and provide the Federal wire reference number of such Deposit to the Municipal Advisor within 90 minutes of such request by the Municipal Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Deposit in the form of a wire transfer, together with its Federal wire reference number, as provided above.

No interest on the Deposit will accrue to any bidder. The Deposit (without accruing interest) of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to honor its accepted bid, the Deposit plus any interest accrued on the Deposit will be retained by the District. Any investment income earned on the Deposit will be paid to the successful bidder in the event the District is unable to deliver the Bonds. Deposits accompanying bids other than the bid which is accepted will be returned promptly upon the determination of the best bidder.

**XVI. Qualification for Sale; Blue Sky:**

The purchaser will assume responsibility for taking any action necessary to qualify the Bonds for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Bonds, and shall indemnify, defend and hold harmless the District and their respective officers and officials from any loss or damage resulting from any failure to comply with any such law. Compliance with Blue Sky Laws shall be the sole responsibility of the purchaser, and the purchaser shall pay all fees and disbursements related to the qualification of the bonds for sale under the securities or Blue Sky laws of various jurisdictions. The District will furnish such information and take such action not inconsistent with law as the purchaser may request and the District shall deem necessary or appropriate to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the purchaser, provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. The purchaser will not offer to sell, or solicit any offer to buy, the Bonds in any jurisdiction where it is unlawful for such purchaser to make such offer, solicitation or sale, and the purchaser shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions.

**XVII. CUSIP Numbers and Other Fees:**

CUSIP numbers will be applied for and will be printed on the Bonds and the cost of printing thereof and service bureau assignment will be the purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Bonds (see, "—California Debt and Investment Advisory Commission" below).

**XVIII. Legal Opinion:**

The Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under State of California law and on the exemption of the interest income on such Bonds from federal and State of California income taxes. Fees of Bond Counsel will be paid by the District from the costs of issuance.

**XIX. Tax-Exempt Status:**

In the opinion of Bond Counsel, based on existing statutes, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the



Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that event its Deposit will be returned.

**XX. Establishment of Issue Price:**

(a) The winning bidder shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District and Bond Counsel, including, but not limited to, modifications in the event that the Competitive Sale Requirements (defined below) are not satisfied. All actions to be taken by the District under this Notice Inviting Proposals for Purchase of Bonds (this "Notice Inviting Proposals") to establish the issue price of the Bonds may be taken on behalf of the District by the Municipal Advisor and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(b) The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "Competitive Sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "Competitive Sale Requirements") because:

(1) the District shall disseminate this Notice Inviting Proposals to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Notice Inviting Proposals.

Any bid submitted pursuant to this Notice Inviting Proposals shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the District shall so advise the winning bidder. The District shall treat the first price at which 10% of a maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the District if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The District will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the



maturities of the Bonds will be subject to the 10% Test in order to establish the issue price of the Bonds.

(d) If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the District the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

(e) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(f) Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice Inviting Proposals. Further, for purposes of this Notice Inviting Proposals:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding

stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date that the Bonds are awarded by the District to the winning bidder.

**XXI. Award:**

If the Bonds are awarded on the date of sale, the Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the coupon interest rate and the purchase price specified in the bid. The best bid will be the bid that conforms with the provisions of this Notice Inviting Proposals for Purchase of Bonds and represents the lowest TIC to the District for the Bonds, taking into consideration the interest rate specified, and premium thereon, if any. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Bonds back to the date of delivery of such Bonds, results in an amount equal to the purchase price bid for said Bonds. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Municipal Advisor on behalf of the District, as described herein under "Adjustment of Principal Amounts," even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

**XXII. Prompt Award:**

The [Superintendent/Assistant Superintendent, Business Services] of the District, or his or her designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of bid proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

**XXIII. Delivery:**

Delivery of the Bonds will be made to the purchaser through DTC upon payment of the purchase price in federal funds payable to or for the account of the District at the Santa Clara County Director of Finance, per the wire instructions below. Wire Transfer to:

Bank:  
ABA#:  
Credit:  
Account Number:  
Reference: Alum Rock ESD  
Election of 2016 GO Bonds, Series A  
Attn:

The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser's request and expense, at any other place mutually agreeable to both the District and the purchaser, on \_\_\_\_\_, 2018.

**XXIV. California Debt and Investment Advisory Commission:**

The successful bidder will be required, pursuant to State of California law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the Bonds.

**XXV. No Litigation and Non-Arbitrage:**

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

**XXVI. Official Statement:**

The District will make available a Preliminary Official Statement relating to the Bonds, a copy of which, along with related documents, will be furnished upon request made to Mission Trail Advisors LLC, 111 W. Ocean Boulevard, Long Beach, California 90802, attention: Lalo Trujillo, [lalo@missiontrailadvisors.com](mailto:lalo@missiontrailadvisors.com), the District's Municipal Advisor, or telephoned to said Municipal Advisor at (562) 473-4474. Such Preliminary Official Statement, together with any supplements thereto, shall be in a form "deemed final" by the District for the purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final version thereof (the "Official Statement").

Each bidder must read the entire Preliminary Official Statement prior to bidding on the Bonds, to obtain information essential to the making of an informed decision to bid. This Notice Inviting Proposals for Purchase of Bonds contains certain information for general reference only, and is not a complete summary of the issue. The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Copies of the Official Statement will be made available to the purchaser without charge, up to an amount of 10 copies, within seven business days of the date of sale and additional copies will be made available upon request at the purchaser's expense.

The District will deliver, at the closing, a certificate executed by an authorized officer of the District, acting in their official capacity, to the effect that the Official Statement does not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The District undertakes that for a certain period of up to twenty-five (25) days following the end of the "underwriting period" as defined in Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934 (the "Rule"), it will (i) apprise the winning bidder if any event shall occur, or



information comes to the attention of the District that, in the reasonable judgment of the District, is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) if requested by the winning bidder, prepare a supplement to the final Official Statement with respect to such event or information. The District will presume, unless notified in writing by the winning bidder, that the end of the underwriting period will occur on the date of the delivery of the Bonds. By making a bid on the Bonds, the winning bidder agrees (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the District, and to file a copy of the final Official Statement, including any supplements prepared by the District, with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system (as provided by the Rule) within one business day after receipt thereof from the District or its designee, but in any event, no later than the date of closing and (ii) to take any and all other actions necessary to comply with the applicable rules of the Securities and Exchange Commission and the MSRB governing the offering, sale and delivery of the Bonds to the ultimate purchasers.

#### **XXVII. Continuing Disclosure:**

In order to assist bidders in complying with the Rule, the District will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of events listed therein. A description of this undertaking and a form of the Continuing Disclosure Certificate are included in the Preliminary Official Statement.

#### **XXVIII. Ratings:**

Fitch Ratings and S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC has assigned to the Bonds the ratings shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Municipal Advisor. Such ratings reflects only the views of such organizations and explanation of the significance of such rating may be obtained therefrom. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either of the rating agencies, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

#### **XXIX. Right to Cancel, Postpone, or Reschedule Sale:**

The District reserves the right to cancel, postpone or reschedule the sale of the Bonds upon notice given through the Bloomberg News Service, Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)) or *The Bond Buyer* not later than 1:00 p.m. (California time) on the day prior to the date bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)) or *The Bond Buyer* no later than twenty-three (23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Municipal Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.



**XXX. Municipal Bond Insurance; Bidder's Option:**

[The District has applied to certain bond insurance companies for a commitment to issue a municipal bond insurance policy insuring the scheduled payment of principal of and interest on the Bonds when due. Information concerning the availability of municipal bond insurance may be obtained by contacting the Municipal Advisor, Mission Trail Advisors, LLC, as described below. In the event the District obtains a commitment for municipal bond insurance, each bidder has the option to elect whether such insurance policy will be issued and whether such insurance policy will be issued with respect to all a portion of the Bonds. If the winning bidder elects to obtain a policy of municipal bond insurance, the premium for such insurance and the costs of any related ratings will be paid by the bidder, and the District will have no responsibility for payment of such premium and costs.]

**XXXI. Additional Information:**

Copies of the Notice Inviting Proposals for Purchase of Bonds, and the Preliminary Official Statement relating to the Bonds will be furnished to any bidder upon request made to Mission Trail Advisors, LLC, Attn: Lalo Trujillo, phone: (562) 473-4474, [lalo@missiontrailadvisors.com](mailto:lalo@missiontrailadvisors.com), the Municipal Advisor to the District.

Dated: \_\_\_\_\_, 2018

ALUM ROCK UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Hilaria Bauer  
Superintendent

EXHIBIT A

§  
ALUM ROCK UNION SCHOOL DISTRICT  
(Santa Clara County, California)  
Election of 2016 General Obligation Bonds, Series A

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of \_\_\_\_\_, hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by \_\_\_\_\_ are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by \_\_\_\_\_ in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by \_\_\_\_\_ to purchase the Bonds.

(b) \_\_\_\_\_ was not given the opportunity to review other bids prior to submitting its bid.<sup>1</sup>

(c) The bid submitted by \_\_\_\_\_ constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2018

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of

<sup>1</sup> Treas. Reg. §1.148-1(f)(3)(i)(B) requires that all bidders have an equal opportunity to bid to purchase bonds. If the bidding process affords an equal opportunity for bidders to review other bids prior to submitting their bids, then this representation should be modified to describe the bidding process.

the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents \_\_\_\_\_'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Alum Rock Union School District (the "District") with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling, Yocca, Carlson & Rauth, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

\_\_\_\_\_, as Underwriter

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**  
*(Attached)*

B-A-3



**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
*(Attached)*

B-A-1

## EXHIBIT C

### NOTICE OF INTENTION TO SELL

\$ \_\_\_\_\_<sup>\*</sup>  
ALUM ROCK UNION SCHOOL DISTRICT  
(Santa Clara County, California)  
Election of 2016 General Obligation Bonds, Series A

**NOTICE IS HEREBY GIVEN** that the Alum Rock Union School District (the "District"), in Santa Clara County, California, intends to offer for public sale on \_\_\_\_\_, 2018, at the hour of 9:00 a.m. Pacific Daylight Time, at the office of Mission Trail Advisors LLC, 111 W. Ocean Boulevard, Long Beach, California 90802 not to exceed \$ \_\_\_\_\_<sup>\*</sup> principal amount of general obligation bonds of the District designated "Alum Rock Union School District (Santa Clara County, California) Election of 2016 General Obligation Bonds, Series A" (the "Bonds"). Within 26 hours, the Superintendent or Assistant Superintendent, Business Services of the District will consider the bids received and, if acceptable bids are received, which comply with the provisions of the Notice Inviting Proposals for Purchase of the Bonds described below, award the sale of the Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received at a subsequent time and date to be determined by the District and publicized via PARITY, the Bond Buyer Wire, or Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)).

**NOTICE IS HEREBY FURTHER GIVEN** that the Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Proposals for Purchase of the Bonds, dated \_\_\_\_\_, 2018 (the "Notice Inviting Proposals for Purchase of Bonds"). Copies of the Preliminary Official Statement and Notice Inviting Proposals for Purchase of Bonds will be furnished upon request made to Mission Trail Advisors LLC, 111 W. Ocean Boulevard, Long Beach, California 90802, Attn: Lalo Trujillo, phone: (562) 473-4474, e-mail: [lalo@missiontrailadvisors.com](mailto:lalo@missiontrailadvisors.com), the Municipal Advisor to the District for the Bonds.

Dated: \_\_\_\_\_, 2018

ALUM ROCK UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent

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<sup>\*</sup> Preliminary, subject to change.

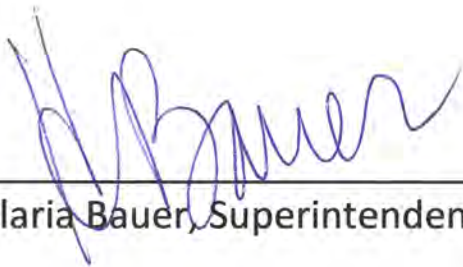
## DISCLAIMER

August 9, 2018  
Regular Board Meeting

**Agenda Item 9.10**  
**Resolution No. 03-18/19**

A Resolution Requesting Board of Supervisors of the County of Santa Clara to Establish Tax Rate for Bonds of the Alum Rock Union Elementary School District Expected to be Sold During Fiscal Year 2018-19, and Authorizing Necessary Actions in Connection Therewith.

This agenda item was placed on the agenda by the Board for review and consideration. Superintendent Hilaria Bauer and staff do not recommend approval of Resolution No. 03-18/19 at this time.



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Hilaria Bauer, Superintendent



9.10

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

Date: August 2, 2018

**Subject: Resolution No. 03-18/19  
A Resolution Requesting Board of Supervisors of the County of Santa Clara to Establish Tax Rate for Bonds of the Alum Rock Union Elementary School District Expected to be Sold During Fiscal Year 2018-19, and Authorizing Necessary Actions in Connection Therewith.**

**Background:** An election was held in the Alum Rock Union Elementary School District on June 6, 2016 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$139,999,671.60 ("Measure I"). The District now desires to sell the first series of Bonds authorized under Measure I (the "Bonds"). The schedule for issuing these Bonds estimates that they will be sold after the time that the Controller-Treasurer of the County calculates the taxes to be levied for District bonded debt during fiscal year 2018-19. Therefore, Resolution No. 03-18/19 is being brought before the Board now to formally request that, pursuant to Education Code Sections 15252-15254, the Board of Supervisors of the County adopt a tax rate and levy a tax for the Bonds. The tax rate will be based upon an estimated debt service schedule provided by the District. The Resolution further authorizes the District officials to file a certified copy of the Resolution with the Board of Supervisors of the County and to deliver copies of the Resolution to the Controller-Treasurer and Tax Collector of the County.

Adoption of this Resolution is necessary to ensure that property taxes are levied during fiscal year 2018-19 for the payment of the Bonds. The Bonds are expected to be sold during fiscal year 2018-19

**FISCAL IMPACT**

Staff is unable to fully assess the fiscal impact to the General Fund resulting from the adoption of this resolution or the issuance of the Bonds at this time.

**Recommendation:** This item was placed on the agenda by the Board with no input from staff nor the Fiscal Expert Team assigned by the County Office of Education. Staff does not recommend approval of Resolution No. 03-18/19 at this time for the following reasons:

- 1) Based upon the significant progress made in reconciling the books and addressing the FCMAT recommendations, the District could improve its bond rating by issuing at a later date – after the 2018-19 budget and 2017-18 independent audit. This will likely improve findings of material internal control issues thereby improving the District's rating which in turn will save the taxpayers money-something that is a fiduciary responsibility of the District and Board,
- 2) The Santa Clara District Attorney's (DA) Office, Securities and Exchange Commission (SEC) and Civil Grand Jury have an on-going investigation into the District,
- 3) The project list for Measure I has not been updated since the requirement that future Measure I funds first be dedicated for repayment of the outstanding multi-million dollar COP obligation. Additionally, new information from the facilities assessment may change project priorities and should be made public before additional bond funds are spent absent a revised plan,
- 4) There is no need to 'hurry to market' as it is too late to initiate new projects for this summer. The timing of a bond issuance in January 2019 will still provide for construction in summer of 2019,
- 5) Good governance practices would include staff in the decision to issue new bonds and allow staff time to provide input to the Board relative to recommend priorities and timing.

Due to reasons stated above, the District may have difficulty in attracting favorable bids under a competitive method bond sale, and therefore could result in higher costs to taxpayers. Staff recommends this item to be tabled until such time as these issues have been addressed and resolved



**Resolution No. 03-18/19 (Continued)**

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

9.10

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

RESOLUTION NO. 03-18/19

RESOLUTION REQUESTING BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA TO ESTABLISH TAX RATE FOR BONDS OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2018-2019, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

WHEREAS, this Board of Trustees (the "Board") of the Alum Rock Union Elementary School District (the "District"), located in Santa Clara County (the "County"), California, is authorized to, and intends to, issue a series of its bonds for purposes authorized by the voters of the District on June 6, 2016; and

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2018-19, and it is the responsibility of the Controller-Treasurer of the County to calculate the several tax rates for the Board of Supervisors' action thereon; and

WHEREAS, this Board has determined that it is not possible or advisable to sell the District's bonds in time to permit the Controller-Treasurer, or other appropriate County official, of the County to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2018-2019 property tax bills of taxpayers in the District; and

WHEREAS, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Trustees of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue a series of the District's bonds during Fiscal Year 2018-19, as authorized by the Education Code, and that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2018-19, and believes that said bonds will be sold during said Fiscal Year;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Section 1.     Recitals. All of the above recitals are correct.

Section 2.     Estimate of Tax Levy. The Superintendent or the Assistant Superintendent of Business Services of the District or such other officer of the District as either authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare, or cause Mission Trail Advisors LLC, the financial advisors to the District, to prepare, an estimate of all payments of principal and interest which shall become due on a series of bonds of the District expected to be sold prior to the making of the tax levy for Fiscal Year 2018-19, and to cause the debt service schedule so prepared to be provided to the Board of Supervisors of the County and to the officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of its first series of bonds (Election of 2016, General Obligation Bonds, Series A) shall be in an estimated amount of \$35 million, an amount within the District's authorized but unissued bond allowance, and shall be issued on or about September 19, 2018.

Section 3.     Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Section 15252-15254, to adopt a tax rate for bonds of the District expected to be sold during Fiscal Year 2018-19, based upon the estimated debt service schedule provided by officers of the District, and to levy a tax in Fiscal Year 2018-19 on all taxable property in the District sufficient to pay said estimated debt service. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4:     Application of Tax Proceeds. In the event that the bonds of the District are not sold during Fiscal Year 2018-19, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Controller-Treasurer, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2019-20.

Section 5.     Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Controller-Treasurer and the Tax Collector of the County.

Section 6.     Further Authorization. The President of this Board, the Secretary of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 9<sup>th</sup> day of August, 2018, by the following vote:

A YES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
President of the Board of Trustees of the  
Alum Rock Union Elementary School District

Attest:

\_\_\_\_\_  
Secretary of the Board of Trustees of the  
Alum Rock Union Elementary School District



Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: July 27, 2018

**Subject:** Title I – Authorization for School-wide Program at Adelante II Dual Language Academy

**Staff Analysis:** A Title I school may operate as a school-wide program only if a minimum of 40 percent of the students in the school, or residing in the attendance area served by the school; are from low-income families. [Section 1114(a)(1) of Title I of ESEA}. All schools in the Alum Rock Union Elementary School District qualify for Title I, Part A funding and meet the required minimum percentage.

Title I funding for schools would support student learning and combine all resources, as allowed, to achieve a common goal. Recommendation is to recognize Adelante II Dual Language Academy as eligible to receive Title I funds.

**Recommendation:** Staff recommends approval to include Adelante II Dual Language Academy as a school-wide Title I school and to receive Title I funds.

Submitted by: Sandra García

Title: Director of State and Federal Programs

Approved by: Rene Sanchez

RS

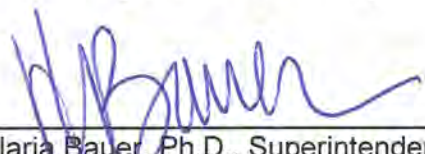
Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

10.01  
Agenda Placement

  
Hilario Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Tabled: \_\_\_\_\_

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**


To the Board of Trustees:

Date: July 9, 2018


**Subject:** English Language Learners  
Reclassification Criteria

**Staff Analysis:** English language learners are reclassified fluent English Proficient based on a set of State and District criteria. This is an overview of the criteria for the 2018 - 2019 school year.

**Recommendation:** Staff recommends Acceptance and Approval of the English Language Learners Reclassification Criteria, as submitted.

Submitted by: Iván Montes 

Title: Coordinator, Academic Services

Approved by: Rene Sanchez 

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

10.02  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Reclassification Criteria 2018/2019

### Reclassification Defined

When an English learner demonstrates that they have reached a level of proficiency in English that is comparable to that of an average native English speaker and can participate equally with native speakers in the school's regular instructional program, they will be reclassified as Fluent English Proficient (FEP). The district's criteria and process for making this determination is explained below.

1. English Language Proficiency	English Language Proficiency Assessments of California (ELPAC) or Ventura County Comprehensive Alternate Language Proficiency Survey (VCCALPS)	Overall: Level 3 or Level 4 Oral and Written Language: Level 3 or Level 4 A minimum of Level 2 in all domains: Listening, Speaking, Reading and Writing  Overall: Moderately or Well Developed A minimum of Moderately or Well Developed in all domains: Listening, Speaking, Reading and Writing
2. Demonstration of "Basic Skills" (one criteria met of the following options)	Smarter Balanced Assessment Consortium (SBAC) for ELA grades 3-8 or California Alternate Assessment (CAA) for ELA grades 3 – 8 or i-Ready Benchmark Assessment grades K - 8 or	Level 3 or Level 4       Level 2 or Level 3
	Level Screener grades K - 5 or	Kindergarten – Level D Grade 1 – Level H Grade 2 – Level L Grade 3 – Level O Grade 4 – Level Q Grade 5 – Level T
	Reader Measures for Special Day Class and Resources Specialist Program students	Grade 4 – 445 Lexile and above Grade 5 – 545 Lexile and above Grade 6 – 645 Lexile and above Grade 7 – 745 Lexile and above Grade 8 – 845 Lexile and above
	Reading Inventory (RI) grade 6	800 Lexile and above
	Reading Inventory (RI) grade 7	850 Lexile and above
	Reading Inventory (RI) grade 8	900 Lexile and above
3. Teacher Evaluation	Teacher's Recommendation	After having reviewed the data and received an appropriate explanation of the reclassification criteria and process, the teacher may agree or disagree to have the student reclassified.
4. Parent Consultation	Description and results of consultation with parent	After having reviewed the data and received an appropriate explanation of the reclassification criteria and process, the parent may agree or disagree to have the child reclassified.

\* Students with disabilities, including severe cognitive disabilities, are to be provided the same opportunities to be reclassified as students without disabilities. Local IEP teams, therefore, may determine appropriate measures of English Language Proficiency and performance in basic skills and minimum levels of proficiency on these measures that would be equivalent to an English proficient peer with similar disabilities, in accordance with ARUSD's reclassification policies based on the state definition of English Language Proficiency (EC Section 313[f]).



**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

2930 Gay Avenue, San Jose, CA 95127

10.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: July 9, 2018

**Subject:** **Seal of Biliteracy Achievement Awards  
CRITERIA**

**Staff Analysis:** In awarding the Pursuit of Bilingualism Award to outstanding young leaders, ARUSD seeks to:

- Encourage and reward students who develop biliteracy skills.
- Recognize and honor our rich and diverse language assets.
- Affirm positive attitudes toward multilingualism.
- Validate the use of multiple languages for all students.

**Recommendation:** Staff recommends Acceptance and Approval of the Seal of Biliteracy – CRITERIA, as submitted.

Submitted by: Iván Montes *IPM*

Title: Coordinator, Academic Services

Approved by: Rene Sanchez *R.S.*

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

10.03  
Agenda Placement

*Hilaria Bauer*  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Elementary School Pursuit of Bilingualism Award Application

Return this application & verification documents to your principal by: **April 1, 2019**

Please indicate the eligibility requirements you have met in order to be awarded the Pursuit of Bilingualism Award upon **5<sup>th</sup> grade** promotion:

All THREE of the following:

1. Earn a score of proficient or higher on the most current ELA SBAC or i-Ready Diagnostic Assessment.
2. Demonstrate proficiency in a language other than English. (ARUSD uses the IDEA Proficiency Tests (IPT) which evaluates proficiency in Spanish.)
3. Be an English Only student (EO), an Initially Fluent English Proficient student (IFEP) or a Redesignated Fluent English Proficient student (RFEP – i.e., student formerly classified as English learner) or an EL student with an ELPAC overall score of Level 3 or 4 in good academic standing.

And TWO of the following:

4. **ESSAY:** Write two essays, one in English and one in the target second language (Spanish) and receive a score of proficient or higher using the district's writing rubric:
  - a. **Prompt #1 in English:** Write an opinion essay persuading or explaining why bilingualism is important to you personally, to your community and to the world.
  - b. **Prompt #2 in the target second language:** Write a personal narrative describing how you intend to use your bilingual skills in the future.
5. **READ** ten books (at grade level) independently in English and ten books independently (at grade level) in a target language and maintain a reading log signed by teacher to verify the accomplishment.

.....

Student's Name: \_\_\_\_\_ Student I.D.: \_\_\_\_\_  
(PLEASE PRINT)

Language: \_\_\_\_\_ Principal's Signature (verifying eligibility): \_\_\_\_\_

\*\*\*\*\*Academic Services use only\*\*\*\*\*

☐ Approved

☐ No Approved due to the following: \_\_\_\_\_

District Coordinator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Middle School Pursuit of Bilingualism Award Application

Return this application & verification documents to your principal by: **April 1, 2019**

Please indicate the eligibility requirements you have met in order to be awarded the Pursuit of Bilingualism Award upon **8<sup>th</sup> grade** promotion:

All THREE of the following:

1. Earn a score of proficient or higher on the most current ELA SBAC or i-Ready Diagnostic Assessment.
2. Demonstrate proficiency in a language other than English. (ARUSD uses the IDEA Proficiency Tests (IPT) which evaluates proficiency in Spanish.)
3. Be an English Only student (EO), an Initially Fluent English Proficient student (IFEP) or a Redesignated Fluent English Proficient student (RFEP – i.e., student formerly classified as English learner) or an EL student with an ELPAC overall score of Level 3 or 4 in good academic standing.

And TWO of the following:

4. **ESSAY:** Write an essay about one of the two topics below in the target second language and receive a score of proficient or higher using the district's writing rubric:
  - a. Argumentative essay explaining why knowing multiple languages is important.
  - b. Personal Narrative describing your participation or your knowledge gained at two cultural events (each one a minimum of one hour) targeting the second language being studied.
5. **ORAL PRESENTATION:** Make an oral presentation in a target language identifying the importance of cultural understanding and explaining why being culturally respectful is a benefit in the 21st Century. The student should be monitored by a teacher or counselor during the process of creating the presentation and must receive "3s" or above in all areas on the Middle School Oral Presentation Rubric.

.....

Student's Name: \_\_\_\_\_ Student I.D.: \_\_\_\_\_  
(PLEASE PRINT)

Language: \_\_\_\_\_ Principal's Signature (verifying eligibility: \_\_\_\_\_

\*\*\*\*\*Academic Services use only\*\*\*\*\*

☐ Approved

☐ No Approved due to the following: \_\_\_\_\_

District Coordinator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



10.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

**To the Board of Trustees:**

July 25, 2018

**Subject:** **Obsolete Materials: TCI**

**Staff Analysis:** Based on Education Code Section 60510 that states:

The state board, the governing board of a school district, or a county office of education, may dispose of surplus or undistributed obsolete instructional materials in its possession that are usable for educational purposes in any of the following ways:

- a) By donation to any governing board, county free library or other state institution.
- b) By donation to any public agency or institution of any territory or possession of the United States, or the government of any country that formerly was a territory or possession of the United States.
- c) By donation to any nonprofit charitable organization.
- d) By donation to children or adults in the State of California, or foreign countries for the purpose of increasing the general literacy of the people.
- e) By sale.

**Recommendation:** Staff recommends that the obsolete materials on the following list be donated to any governing board, county free library or other state institution, or be sold to any organization that agrees to use the materials solely for educational purposes.

Submitted by: Rene Sanchez *RS*

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

*10.04*  
Agenda Placement

*[Signature]*  
Hilaria Bauer, Ph.D. Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



## California Middle School Social Studies Adoption District

Use the order form below to order additional Teacher Resources, Student Textbooks, or replacement Interactive Student Notebooks for the **2015-2016** school year.

Mail (address at bottom of form), fax (800-343-6828), or email ([info@teachtci.com](mailto:info@teachtci.com)) the completed form **and Purchase Order** to our Customer Support department by June 1, 2015 to ensure delivery by September 1, 2015.

### Shipping Information

School Site Name	
Attention	
Street Address	
City, State, Zip	
Phone	
E-mail	
Desired Arrival Date	
Ship-to Location.	Circle one: 1) This ship to location will be closed from _____ to _____. 2) This ship to location does not close over the summer. Comments:

Item #	Product Description	Quantity	Price each	Total
350-6	History Alive! The Ancient World Teacher Resources © 2004		\$750	
351-4	History Alive! The Ancient World Student Edition © 2004		\$56	
902-2	History Alive! The Ancient World Interactive Student Notebook © 2011		\$6	
9091-01	History Alive! The Ancient World One-Year <b>Teacher</b> Subscription ©2011		\$195	
9015-01	History Alive! The Ancient World One-Year <b>Student</b> Subscription		\$42	
375-1	History Alive! The Medieval World and Beyond Teacher Resources © 2004-2005		\$750	
376-X	History Alive! The Medieval World and Beyond Student Edition © 2004-2005		\$56	
917-6	History Alive! The Medieval World Interactive Student Notebook ©2011		\$6	
9244-01	History Alive! The Medieval World One-Year Teacher Subscription ©2011		\$195	
9169-01	History Alive! The Medieval World One-Year <b>Student</b> Subscription ©2011		\$42	
400-6	History Alive! US Through Industrialism Teacher Resources © 2006		\$725	
401-4	History Alive! US Through Industrialism Student Edition © 2006		\$58	
932-9	History Alive! US Through Industrialism Interactive Student Notebook © 2011		\$6	
9398-01	History Alive! US Through Industrialism One-Year Teacher Subscription ©2011		\$195	
9312-01	History Alive! US Through Industrialism One-Year <b>Student</b> Subscription ©2011		\$42	
942-8	History Alive! US Through Industrialism Spanish ISN ©2011		\$6	
927-5	History Alive! The Medieval World Spanish ISN ©2011		\$6	
913-8	History Alive! The Ancient World Spanish ISN ©2011		\$6	

**Shipping and Handling is an additional 5% of your subtotal and must be included on your Purchase Order. Sales tax should also be included in your Purchase Order total.**



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San José, CA 95127

11.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

Board of Trustees:

Date: July 30, 2018

Subject: **Fiscal Expert**

Staff Analysis: Dr. Donald Zimring, Fiscal Expert and Dr. William Gillaspie, Fiscal Advisor, in conjunction with Assistant Superintendent, Kolvira Chheng, will provide a Fiscal Expert update to the Board.

**\*\*INFORMATION/DISCUSSION\*\***

Approved by: Kolvira Chheng



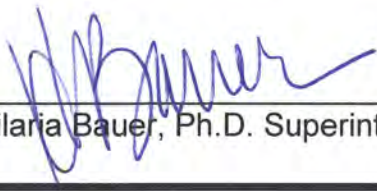
Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**INFORMATION/DISCUSSION**

11.01  
Agenda Placement

  
Hilaria Bauer, Ph.D. Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: July 30, 2018

**Subject:** FCMAT Update

**Staff Analysis:** The Board is requesting to have an updated status on the FCMAT Report and the requested documents. Assistant Superintendent of Business Services will provide a FCMAT update.

*\*INFORMATION / DISCUSSION\**

Approved by: Kolvira Chheng <sup>cc</sup> Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**INFORMATION / DISCUSSION**

11.02  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San José, CA 95127

12.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: Information Regarding Resignations

Staff Analysis:

Pursuant to Board Policy 4117.2 the Superintendent or her designee has accepted the following resignations.

Submitted by: Jess Serna Title: Interim Assistant Superintendent,  
Human Resources

To the Board of Trustees:  
**Information Only**

Meeting:

August 9, 2018  
Regular Board Meeting

12.01  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**HUMAN RESOURCES DEPARTMENT  
MEETING OF THE BOARD OF TRUSTEES**

**August 9, 2018**

**CLASSIFIED RESIGNATIONS:**

**I. Resignations:**

- |                           |  |          |
|---------------------------|--|----------|
| 1. Estavillo, Teresa Jane | School Administrative Assistant/George | 08/07/18 |
| 2. Medina, Mayra Gabriela | School Administrative Assistant/Ryan   | 07/23/18 |



**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-  
HUMAN RESOURCES DEPARTMENT  
MEETING OF THE BOARD OF TRUSTEES**

**August 9, 2018**

**CERTIFICATED RESIGNATIONS:**

**I. Resignations:**

1. Autade, Ravina	Prek-SDC/Special education Dept.	06/28/2018
2. Campbell, Kristen	1/Ryan Elementary	06/28/2018
3. Cervantes, Beth	Core/Ocala Middle School	07/13/2018
4. Delahoz, Flanagan Fernando	P.E./George Middle School	07/30/2018
5. Mau, Tamara	Psychologist/Special Education Dept.	06/28/2018

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

July 31, 2018

**Subject:**

**APPROVAL OF BOARD MEETING MINUTES FOR THE  
FOLLOWING DATES:**

- June 14, 2018; Regular Board Meeting Minutes
- July 12, 2018; Regular Board Meeting Minutes

**Recommend Approval**

Submitted by: \_\_\_\_\_ Hilaria Bauer \_\_\_\_\_ Title: \_\_\_\_\_ Superintendent \_\_\_\_\_

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

13.01  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**DRAFT MINUTES**  
**ALUM ROCK ELEMENTARY SCHOOL DISTRICT**  
2930 Gay Avenue  
San Jose, CA 95127

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**of the Alum Rock Union School District**  
**Held on Thursday, June 14, 2018, 5:30 p.m. at the Alum Rock Union School**  
**District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127**  
**Meeting #21-17/18**

**1. OPEN SESSION**

**1.01 Call to Order / Roll Call**

President Esau Ruiz Herrera welcomed everyone in the audience. President Esau Ruiz Herrera called the Board Meeting to order at 5:32 p.m. followed by Roll Call.

Board Members Present:

Esau Ruiz Herrera	President
Karen Martinez	Vice-President ( <i>arrived late at 5:36 p.m.</i> )
Dolores Marquez-Frausto	Member
Khanh Tran	Member
Andrés Quintero	Member ( <i>arrived late at 5:40 p.m.</i> )

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Jess Serna	Interim Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Marie Sanchez	Sr. Executive Assistant, Superintendent's Office
Jackie Guevara	Executive Assistant, Superintendent's Office
Angel Rodriguez	Executive Assistant/Communications Support, Superintendent's Office

**1.02 Seal of Biliteracy Achievement Awards Student Recognition**

Barbara Campbell, Director of Academic Services, explained the process and announced the Seal of Biliteracy Achievement Awards for the following students.

**1. OPEN SESSION** *(continued)*

**1.02 Seal of Biliteracy Achievement Awards Student Recognition**

Kaitlyn Robles	Diana Rosales	Elisa Estrada	Mariana Soto Lucero	Osvaldo Suarez Torres
Andrea Valdovinos	Michelle Flores Hernandez	Esmeralda Heredia	Bryan Lemus	Ashley Victoria Martinez
Analisa Perez	Natalia Fernandez Rangel	Caleb Almaguer	Miguel Angel Heredia Ojeda	Victor Heredia
Jesuslen Lopez Zambrano	Amalinalli Noble Linares	Jahaziel Manuel Rangel	Ines Maria Soriano	

President Esau Ruiz Herrera asked the parents of these students to stand up for their recognition. The Board gave thanks to the parents for the support they have given to their children.

**1.03 Elementary Spelling Bee Student Recognition**

Assistant Superintendent Rene Sanchez reported that three students will be traveling to Texas to participate in the Spelling Bee. The Spelling Bee Champion Aaron Buenaventura was not present; however, Dr. George Kleidon, Painter Principal, accepted his award. The following students also received awards and include Michael Damian Gomez Trujillo, Jovan Sarellano, and Victor Heredia. Assistant Superintendent Rene Sanchez reported that Supervisor Dave Cortese would be sponsoring these students for the event in Texas. Congratulations!

**1.04 Teacher of the Year**

Assistant Superintendent Rene Sanchez reported that each year all schools in the district are invited to nominate an outstanding teacher for consideration as Teacher of the Year. Each school nominates one teacher based on the criteria provided by the Santa Clara County Office of Education. He reported that Ms. Adriane Vane from Joseph George Middle School had been chosen as Alum Rock's Teacher of the Year!

**1.05 Special Recognition for the ARUSD Classified and Certificated Retirees**

Mr. Carlos Moran, Director of Human Resources, read the resolution for the retirees and then asked them to approach the podium and be individually recognized.

**Classified Retirees**

Wilma Cuenca	Teresa Lopez Admin. Assistant	Maria Madrigal Head Custodian II	Rosa Moran Child Nutrition
Mary Martinez Satellite Supervisor	Amparo Moya Child Nutrition	Dora Pacheco Satellite Supervisor	Dilia Santos Para Special Ed II
Beth Emmett Health Assistant			



1. **OPEN SESSION** *(continued)*

**1.03 Special Recognition for the ARUSD Classified and Certificated Retirees**

Certificated Retirees

Barbara Kolfield Teacher	Sharon DeAngelo Teacher	Kathleen DeArana Teacher	Frank Manzanedo Teacher
Debra McCullough Speech Therapist	Deborah McDowell Instructional Coach	Dennis Monlux Teacher	

Board Members all offered comments to the retirees thanking them for their service and commitment to the students and families of Alum Rock School District.

**1.03 Announcement and Public Comments Regarding Items to be Discussed in Closed Session**

President Esau Ruiz Herrera announced the items that would be discussed in Closed Session.

Public Comments:

- 1) Jocelyn Merz – AREA President, spoke about the good things that have happened in Human Resources under the direction of Interim Assistant Superintendent Jess Serna. She asked the Board not to disturb the pieces to the puzzle!
- 2) Alan Daurie – Teamsters representative, also spoke on behalf of Interim Assistant Superintendent Jess Serna and the good relationship they have developed. He has had the opportunity of working with Jess at other districts during the past 20 years. Jess listens to their concerns and values the team. He has lots of experience, is trustworthy, and has integrity. He asked the Board to extend his contract.
- 3) Janet Odell – Community member, asked the Board to approve the extension of Jess's contract.
- 4) Ingrid Holguin – Representative from Mayor Liccardi's Office stated that the Mayor was not able to attend this meeting but had written a letter and she wanted to read the letter on his behalf. The letter was in reference to ***Agenda Item 9.07 Resolution 46-17/18, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related.*** President Esau Ruiz Herrera did not allow Ms. Holguin to read the letter due to the fact that this agenda item was not related to any Closed Session items.
- 5) Ray Macias – Community member, spoke on behalf of President Esau Ruiz Herrera regarding what an honest person he was and that he had done lots of good work for the district. Then he spoke about his concerns with his grandson.
- 6) Ray Mueller – COC Chair, was upset and asked the Board President why he had allowed the previous speaker to speak and not the speaker from the Mayor's office since his item and concern was also not related to any Closed Session item.

Members Andrés Quintero and Khanh Tran asked the President to allow the representative from the Mayor's office speak.

## **1. OPEN SESSION *(continued)***

### **1.07 Adjournment to Closed Session**

The Board recessed to Closed Session at 6:18 p.m. President Esau Ruiz Herrera announced that the Board would reconvene to Open Session in approximately one (1) hour.

## **3. RECONVENE TO OPEN SESSION**

### **3.01 Call to Order/Roll Call/Pledge of Allegiance**

President Esau Ruiz Herrera called the meeting to order at 7:38 p.m. President Esau Ruiz Herrera welcomed everyone and took a second Roll Call in which all Board Members were present. President Esau Ruiz Herrera led the Pledge of Allegiance.

### **3.02 Report of Action Taken in Closed Session**

Attorney Maribel Medina reported the following reportable items:

*Under Agenda Item 2.03, Public Employee/Employment, by a Motion by Member Andrés Quintero, seconded by Vice-President Karen Martinez, the Board approved the appointment of Interim Assistant Superintendent of Human Resources, Jess Serna, the extension of his contract for 90 days. The vote was five in favor and no opposition.*

*By a Motion by Vice-President Karen Martinez, seconded by Member Khanh Tran, the Board made a condition of the 90-day extension of the Interim Assistant Superintendent of Human Resources, contingent on Mr. Jess Serna agreeing to a 14 working day transition period that a candidate is identified and is hired within the District in the 90-day period. Member Andrés Quintero voted in opposition; voting in favor were President Esau Ruiz Herrera, Vice-President Karen Martinez, Member Khanh Tran, and Member Dolores Marquez-Frausto.*

*By a Motion by Member Andrés Quintero, seconded by Vice-President Karen Martinez, the Board approved the appointment of Ms. Rozina Kapadia as Coordinator of Special Education. The vote was 5 in favor and no opposition.*

*The last reportable action was that the Board approved the reassignment of Principal Olga Martinez from her current position, Elementary School Principal, to Vice-Principal in either a middle or elementary school. The vote was 5 in favor and no opposition.*

Attorney Maribel Medina stated that there was no additional reportable action to report at this time.

**1. OPEN SESSION** *(continued)*

**3.03 Discussion and/or Modification(s) of the Agenda**

President Esau Ruiz Herrera stated that per the request of Superintendent Hilaria Bauer, *Agenda Item 11.05 Special Education Student Bus Transportation Services, Durham School Services*, would be deleted from this agenda due to the fact that it was not ready for action.

President Esau Ruiz Herrera stated that per the request of Human Resources, the following agenda items would be moved up to follow *Agenda Item 6.04 Public Hearing for Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with ARUSD; re: 2018-2019 Reopeners*:

- *9.07 – Resolution No. 46-17/18, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto*
- *9.08 – Resolution No. 48-17/18, Resolution requesting Board of Supervisors of the County of Santa Clara to Establish Tax Rate for Bonds of the Alum Rock Union Elementary School District expected to be Sold during Fiscal Year 2018-19, and Authorizing Necessary Actions in Connection Therewith*
- *9.06 – Discussion around Next Steps pertaining to the George and Fischer Multi-Purpose Rooms*
- *9.09 – Discussion around George Multi-Purpose Community Room that will exclude the George campus pertaining to the Earthquake Fault Line*
- *9.10 – Construction Management Agreements for Measure I and Measure J. Terminate Contract between Alum Rock Union Elementary School District and Del Terra Real Estate Services, dba Del Terra Group for Construction Management of the ARUSD Bond Program*

Vice-President Karen Martinez asked to have *Agenda Item 11.03 Facilities Assessment Report* be moved after *Agenda Item 9.10 Construction Management Agreements for Measure I and Measure J. Terminate Contract between Alum Rock Union Elementary School District and Del Terra Real Estate Services, dba Del Terra Group for Construction Management of the ARUSD Bond Program* and then followed by *Agenda Item 11.02 FCMAT Update*

Member Andrés Quintero asked to have *Agenda Item 9.03 Fire Protection Systems & Inspections* to follow *Agenda Item 11.02 FCMAT Update*.

Member Khanh Tran asked to have the following:

- *Remove Agenda Items 13.17 Delegation of Authority to Approve Bids and Award Contracts for Bond Projects Improvements in the event of Unforeseen Urgent Need District-Wide and 13.18 Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the event of Unforeseen Urgent Need from Consent Calendar to follow Agenda Item 7.01 The Board will receive a Written Update on the status of Bond Projects*

#### **4. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD**

##### **4.01 Requests to Address the Board**

Public Comments:

- 1) Ellen Turner – Community member, stated her concerns about the May 21 meeting. There were 3 lawyers, bond experts, and a conference call—questioned the purpose of the meeting. Why wasn't the community invited—how much money was spent? She asked for transparency.
- 2) Ray Mueller – COC Chair, stated that he did not understand why adjustments to the agenda were recently made to Agenda Item 7.02 Update from the Citizens Bond Oversight Committee (CBOC). He commented that the Board President's maneuvering has become tiresome—when the community asks questions, do not ignore us and please listen!
- 3) Representative from Mayor's Office – Representative read a letter on behalf of Mayor Sam Liccardo who was not able to attend the meeting. Some of the highlights of the letter were:
  - Urging the Board to delay the sale of the bonds – it is inappropriate to raise additional bond funds at this time.
  - She addressed this to the Board President -- stating that now she was speaking for herself and it was very clear that the Board President did not want to hear what Mayor Liccardo had to say in his written letter. The fact that he allowed a man to address this Board on items unrelated to Closed Session violates his own Board Policy 9200—violation of the public meeting act. She commented, "We will remain in touch"!

#### **5. COMMENTS AND COMMUNICATION**

##### **5.01 Teamsters**

Teamsters representative Tom Phu thanked the Board for reappointing Interim Assistant Superintendent Jess Serna. He commented that Teamsters plans to continue to work in a collective manner!

##### **5.02 California School Employee's Association (CSEA)**

There were no CSEA representatives in attendance to speak at this time.

##### **5.03 Alum Rock Educator's Association (AREA)**

Ms. Annya Artigas, Coordinator of Student Services, reported that Dr. Sandra Sarmiento, ARAA President was unable to attend this board meeting due to illness. She commented that for the sake of keeping this agenda moving, she only wanted to thank the Board Members for their attendance at the promotions/graduations this week. It was very rewarding for the students!



## **5. COMMENTS AND COMMUNICATION *(continued)***

### **5.04 Alum Rock Educator's Association (AREA)**

President Jocelyn Merz gave thanks to the Board for the limited contract given to Interim Assistant Superintendent Jess Serna—although she does not quite understand why the contract is limited! She stated that she started teaching in 1989, and if she had to rate this school year, she would rank this past school year as the most “interesting and complicated”, be it with twitter threats or investigations from law enforcement and local agencies. She reported that their CTA office had been vandalized and set on fire on May 31 leaving it uninhabitable! However, in spite of what had taken place, this year the teachers managed to stay focused because their students are their first priority! She also commented that this community is amazing and has true advocates. She was glad the teachers and the community have joined together. The community offered to help clean the CTA building and was in touch with genuine concern.

### **5.05 Superintendent**

Superintendent Hilaria Bauer thanked the Board for the opportunity to serve this District for the past 4 years. She commented it has been quite a ride, a learning and transformative experience serving 10,000 students and thousands of parents, community members, and staff. It has truly been an honor! She commented that she is aware that she has made mistakes along the path—but she is trying her best and will do better in the future. She feels the community is united with so many different groups. She stated that she has been aware that this is the first year where she can see her administrators working with staff and so many different other groups in a very positive way and she wants to honor this collaboration because it trickles down to the classroom!

Superintendent Hilaria Bauer also gave thanks to those folks for attending the strategic planning meetings. She hopes, by August, she can take the District to the next level. She stated she is preparing the TK class of 2018-2019 for the workforce of 2036!

### **5.06 Board of Trustees**

Clerk Dolores Marquez-Frausto gave special thanks to principal Doug Kleinhenz for the apology letter he gave her for the promotion mixup. She acknowledged that mistakes happen. She commented that she has always been fond of him and is aware of the good job that he has done with his site. She spoke about the family Parent University event held at the golf course. She also mentioned that she attended the first two strategic planning meetings held at two sites and commented she had hoped that more parents would have attended these important meetings.

Member Khanh Tran stated that about two weeks ago at the board meeting, there were members of the community that alleged that the Board violated the provision 1090 and the newspaper published this. He commented that as a new trustee who was elected in 2014, he always welcomes the facts but not prediction! He commented that he wants the Del Terra contract reinstated and brought back to the next board meeting.

## **5. COMMENTS AND COMMUNICATION *(continued)***

### **5.06 Board of Trustees**

Member Andrés Quintero stated he wanted to apologize to the staff, students, and families for his absence and non-attendance at the recent promotions due to work conflict. He gave thanks to those community members that pointed out certain issues on the Fair Political Practices Commission (FPPC) letter. He stressed the fact that we need to focus on the words, “at this time”. There are many issues and these issues are not going away. He briefly spoke about the disruption that occurred earlier in the meeting when the gentleman spoke and threatened that we better listen to the board president. He commented that these tactics of authoritarianism by the board president are very concerning to him.

Vice-President Karen Martinez commented that she has cameras at her home and has recently been followed. She gave thanks to the parents, teachers, and staff for being able to stay focused on what’s at stake in spite of what continues to go on with this Board. She also stated that it was unfortunate that a graduation had been scheduled on a night when a board meeting was being held. She commented that she continues to remain dedicated to her community and will work to bring stability to this district.

President Esau Ruiz Herrera reported that he was fortunate to attend several promotions.

## **6. PUBLIC HEARING**

### **6.01 2018-2019 Local Control Accountability Plan (LCAP)**

### **6.02 Proposed 2018-2019 Budget Adoption**

### **6.03 District’s Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 re: 2018-2019 Reopeners**

### **6.04 Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with Alum Rock Union Elementary School District re: 2018-2019 Reopeners**

**President Esau Ruiz Herrera opened all four (4) Public Hearings at the same time, 8:30 p.m.**

**Public Comments on Agenda Item 6.01:**

- 1) Mr. Cortez – Former Mathson student transferring to Renaissance, spoke on restorative justice. He stated that bullying was a huge issue and asked the Board members to please pay attention to the LCAP but particularly to this issue.
- 2) Alma Fajardo – Parent of two students, one in Special Education, spoke about school suspensions. As a member of Empuje, she has learned a lot about restorative justice.

**6. PUBLIC HEARING** *(continued)*

**6.01 2018-2019 Local Control Accountability Plan (LCAP)**

**6.02 Proposed 2018-2019 Budget Adoption**

**6.03 District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 re: 2018-2019 Reopeners**

**6.04 Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with Alum Rock Union Elementary School District re: 2018-2019 Reopeners**

**Public Comments on Agenda Item 6.01:** *(continued)*

- 3) Kimberly Herrera – Mathson student that spoke about the LCAP forum that she recently attended. She commented that she now understood the importance of participating.
- 4) Jamie (*no last name given*) – Mother of 2 students, spoke on LCAP and restorative justice. Parents want to see an action plan—they want things to be changed. All that gets done when students are bullied is other students get sent home and nothing is taught.
- 5) Female Speaker – Speaker stated that she was here to speak on LCAP. She asked the Board to listen to the voices of the parents. Stated that she also is a member of various committees. Asked the Board to be part of the process—she commented that she has not seen any of the Board participate in the community forums.
- 6) Female Speaker – Speaker spoke on restorative justice. She has heard parents talk about how they are so frustrated with how students are just getting suspended and nothing is being accomplished with this.
- 7) Bruce Nguyen – Teacher in San Jose, urged the Board to take social justice seriously. He commented that statistically, students that have been bullied usually end up with less education and less money. He asked the Board to develop a concrete plan for social justice. Lastly, he gave thanks to those parents that spoke up on this issue.
- 8) Victor Vasquez – Community member that works with troubled truants. He commented that these students do not feel connected with school. The District needs to provide other support resources and expand trainings.
- 9) Camille Llanes-Fontanilla – Community member commented that she supports the parents with social justice. She shared that she has been in communication with Oakland Unified School District to better understand restorative justice. Oakland has a holistic approach—if the entire community can buy into it, then they can all heal as a community. She also spoke about the Board showing respect for the parents and earning their trust!
- 10) Ray Mueller – Renaissance at Mathson parent, shared some of his son's experiences at school. Asked the Board to incorporate restorative justice into their Board Retreat Training.
- 11) Dilza Gonzales – Renaissance at Mathson parent, shared some of her daughter's experiences at school. She was afraid of teachers and students and was bullied. Restorative justice has worked for her daughter!

**6. PUBLIC HEARING** *(continued)*

**6.01 2018-2019 Local Control Accountability Plan (LCAP)**

**6.02 Proposed 2018-2019 Budget Adoption**

**6.03 District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 re: 2018-2019 Reopeners**

**6.04 Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with Alum Rock Union Elementary School District re: 2018-2019 Reopeners**

**Public Comment on Agenda Item 6.02**

Assistant Superintendent Kolvira Chheng spoke on *Agenda Item 6.02 Proposed 2018-2019 Budget Adoption* and provided a PowerPoint presentation. A copy of the presentation was made available to the audience.

Public Comment: Ray Mueller.

Board Comments: Dolores Marquez-Frausto, Karen Martinez, Khanh Tran, and Esau Ruiz Herrera.

The Board had more dialogue on this agenda item.

**9. SUPERINTENDENT / BOARD BUSINESS**

**9.07 Resolution No. 46-17/18. Resolution of the Board of Trustees of ARUSD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

Mr. Lalo Trujillo, District Financial Advisor, Mission Trail Advisors, LLC and Mr. Carlos Villafuerte, Bond Counsel, Stradling Yocca Carlson & Rauth, gave a brief summary. An election was held on June 6, 2016 for the issuance and sale of General Obligation Bonds for various purposes in the maximum amount of \$139,999,671.60 for Measure I. On March 8, 2018, the Board approved a resolution authorizing the first issuance of bonds under Measure I at a negotiated sale, in a principal amount not-to-exceed \$35,000,000 for Series A Bonds. The negotiated sale of Series A Bonds pursuant to the prior resolution required that the Board of Supervisors of Santa Clara County (County Board), adopt a resolution issuing the Series A Bonds on behalf of the District. The County Board has since declined to adopt such a resolution. Mr. Carlos Villafuerte explained the process of how the bank will buy the bonds.

The Board had passionate dialogue on this agenda item.



**9. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**9.07 Resolution No. 46-17/18. Resolution of the Board of Trustees of ARUSD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

Member Andrés Quintero asked how much commission would Mission Trails and Bond Counsel be receiving from the \$35,000,000. The response was that Mission Trails would be receiving \$60,000 and the Bond Counsel would receive \$110,000. Member Andrés Quintero reported that President Esau Ruiz Herrera and Clerk Dolores Marquez-Frausto had both been fined. He also reported that this agenda item had been placed on this agenda by President Esau Ruiz Herrera and not be the Superintendent. He commented that he would not be supporting this agenda item.

Vice-President Karen Martinez stated that she also had concerns regarding this agenda item and it was a 'red flag' to her. She reported that she would not be supporting this agenda item for any sale of bonds until the District was no longer under any kind of investigation. She commented that she hoped the State would take over the District!

Member Khanh Tran also commented that he hoped the District would be taken over by the State. He commented that he would be supporting the sale of the bond. He addressed the audience and commented that they are always complaining about the school sites not having air-conditioning, and yet they don't want to sell bonds to get the money to replace these systems!

Clerk Dolores Marquez-Frausto addressed the issue regarding her fine and could not remember at the time the reason she had been fined. She stated that it had to do with a dinner she had forgotten to report and was fined. She commented she had read the S&P report and it reported that administration had not given them the required information at that the time, and she believed that was the reason why the District received a lower rating. Lastly, she reported that she will be supporting the sale of the bonds.

At this time, there was disturbance and the meeting got out-of-control. The audience was very passionate. President Esau Ruiz Herrera had to adjourn the meeting for a quick recess in order to get the meeting back to order.

***President Esau Ruiz Herrera adjourned the meeting for a quick recess at 9:22 p.m.***

***President Esau Ruiz Herrera reconvened the meeting at 9:27 p.m.***

**Unfortunately, President Esau Ruiz Herrera had to interrupt Agenda Item 9.07 at this time and continue with Agenda Item 7.04 2016-17 Annual Performance and Financial Audit of General Obligation Bonds Report for Measure J and Measure I.**

## 7. BOND / FACILITIES

### 7.04 Approve the 2016-2017 Annual Performance and Financial Audit of General Obligation Bonds Report for Measure J and Measure I

President Esau Ruiz Herrera reported that because of lack of time, *Agenda Item 7.04 2016-2017 Annual Performance and Financial Audit of General Obligation Bonds Report for Measure J and Measure I* had to be addressed at this time. The auditor had to depart the meeting but was required to report prior to his departure.

Mr. Matt Nethaway, Auditor from Crowe LLP, gave a brief report on the financial assessment of the General Obligation Bonds Report for Measures J and I.

Board Comments: Andrés Quintero and Khanh Tran.

Public Comment: Ray Mueller asked if the auditor could be in attendance at the next COC scheduled meeting.

### **The Board was in consensus to extend the Board Meeting until 11:30 p.m.**

President Esau Ruiz Herrera announced that, at this time, the meeting would continue with *Agenda Item 9.07 Resolution No. 46-17/18, A Resolution of the Board of Trustees of ARUSD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto.*

Public Comments:

- 1) Pilar Navarette – Cureton parent spoke about the air-conditioning problem at Cureton. She commented that our facilities need a lot of attention. We need HVAC at our schools so that our students can have a good learning environment.
- 2) Guadalupe Arciga – Parent that spoke about the HVAC problem. She commented that she knew the Board would be discussing the Bonds; however, she stated that the parents have waited so long for the school site to be addressed with their basic needs. She urged the Board to reconsider the selling of Bonds—this was not the time to sell!
- 3) Bertha Razo – Parent urged the Board to reconsider the selling of Bonds at this time and to listen to administration and take care of the basic needs of the schools. The schools do not have air-conditioning and the students struggle to learn in these conditions. She commented that we have issues with the sale of bonds and the relationship with Del Terra!
- 4) Bertha Cendejas – Parent that commented that our students are sitting in hot classrooms and can't learn. Our facilities are more important than multi-purpose community centers right now. She asked the Board to prioritize the bond selling at this time.
- 5) Sharon Chen – Parent that asked the Board to delay all bond sales until the projects have been prioritized and ready. We need to correct the numerous findings from the FCMAT report before we sell anything.

**9. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**9.07 Resolution No. 46-17/18. Resolution of the Board of Trustees of ARUSD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

- 6) Ernesto Bejarano – Sheppard parent that stated that we have so many issues that we need to address and resolve prior to selling any bonds. Asked the Board to delay bond sales until we get back to stability.
- 7) Alison Cingaloni – Community member that commented that the Board might not have violated the letter of the law; however, they did violate the spirit of the law! She commented there was no need to sell bonds at this time and the CBOC was asking the delay of the sales.
- 8) Ray Mueller – Community member stated that the Board was trying to circumvent getting approval from the County Supervisors and putting the community at a higher risk. He commented that all Del Terra contracts should be terminated so that we can then sell bonds at a negotiated rate.
- 9) Dr. Donald Zimring – SCCOE Fiscal Expert, reported that he is in agreement with administration. The District does not have a priority project list ready that identifies the needs of the district and this is first needed. He commented this was the time to recalibrate and do this the right way!
- 10) Dr. William Gillaspie – SCCOE Fiscal Advisor, reported that the sale of the bond should be delayed at this time after the investigation so the District can obtain a lower interest rate when ready. He reported the SCCOE Fiscal Team advises postponing this decision; otherwise, they have the authority to suspend the resolution by rescinding this decision because it was not the best time to sell. He advised to postpone this decision.
- 11) Olivia *(no last name given)* – Speaker commented that professionals are advising us not to sell bonds at this time, but the Board does not care. We need to fix bathrooms and air-conditioners first.
- 12) Maria Martinez – Parent that commented on the fine that Clerk Dolores Marquez-Frausto received and how she stated that she was unaware of the reason for the fine.
- 13) Flor DeLeon – Parent directed her comment to the Board and stated how many more people do you need here to tell you not to approve before you even hear what the opinions are. She asked them not to sell bonds right now.
- 14) Jeff Markham – Community member that corrected an earlier comment made by a board member on the representation of the S&P report (he read part of the report). He spoke briefly about the cash reconciliation.
- 15) Frank Chavez – Former board member commented that we have been talking about fixing the bathrooms and air-conditioners for the past five (5) years and they still haven't been fixed and now the Board wants to pass this on the backs of the taxpayers.

Member Andrés Quintero commented, “Vote No” and let’s listen to the taxpayers and also take the advice of the professionals!

Member Khanh Tran stated that he represents the silent majority, he knows the politics that are going on. He commented that he will be voting to invest in Alum Rock to bring us into the 21<sup>st</sup> Century and he will be supporting the sale of bonds.

**9. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**9.07 Resolution No. 46-17/18. Resolution of the Board of Trustees of ARUSD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

**MOTION #21-04** *(previous motions were held in Closed Session)* by Vice-President Karen Martinez to **Not Approve** Agenda Item 9.07 Resolution No. 46-17/18, Resolution of the Board of Trustees of ARUSD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto at this time. **MOTION #21-04** was seconded by Member Andrés Quintero.

President Esau Ruiz Herrera commented that our students are deserving of a better school environment; however, the SCCOE Fiscal Advisors have already indicated that they can cancel and rescind their motion. For this reason, he felt it was better to postpone this agenda item and ask the Superintendent to provide the Board with more specific direction.

Member Khanh Tran commented that the Board President's behavior was 'wishy-washy' and nuts. He commented that he needed to take a position and stick with it! He stated that the SCCOE only had authority over the General Fund and not the Bond Fund.

Vice-President Karen Martinez stated that she had made a motion and she wanted to call for the vote at this time.

Clerk Dolores Marquez-Frausto commented that she thought the SCCOE only had authority of the General Fund and not full authority. She asked legal counsel to clarify what was correct.

Dr. William Gillaspie, SCCOE Fiscal Advisor, stated that any fiscal decision that the Board makes that the Fiscal Experts feel puts the District in jeopardy or in a financial condition, the SCCOE does have the authority to stay and rescind. The experts have to follow the proper protocol. He also commented that this is not the time to see the bonds.

Member Khanh Tran also commented that the SCCOE does not have authority of the bonds and only the Board could issue bonds; he asked that legal counsel speak and clarify this.

Attorney Maribel Medina reported that it was her legal opinion that the SCCOE does not have any legal authority over the bond program. She stated that legal counsel and the SCCOE have had correspondence in which legal counsel has asked the SCCOE to identify the education code where they are authorized to override the decision that was made by the voters of Alum Rock. She reported that the SCCOE has not yet identified the education code; therefore, it is in their legal opinion that the SCCOE does not have the right to stay and rescind on any matters related to the bond program and are only limited to the general fund.

***MOTION #21-04 fails with a vote of 2 in favor (Vice-President Karen Martinez and Member Andrés Quintero); 3 in opposition (President Esau Ruiz Herrera, Member Khanh Tran, and Clerk Dolores Marquez-Frausto); no absent; and no abstention.***



**9. SUPERINTENDENT / BOARD BUSINESS (continued)**

**9.07 Resolution No. 46-17/18. Resolution of the Board of Trustees of ARUSD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

**Vice-President Karen Martinez left the board meeting at 11:34 p.m.**

**MOTION #21-05 by Member Khanh Tran to Approve Agenda Item 9.07 as presented. MOTION #21-05 was seconded by Clerk Dolores Marquez-Frausto.**

After Motion #21-05 was made by Member Khanh Tran, there was consensus from the Board to combine *Agenda Item 9.08 Resolution No. 48-17/18 A Resolution Requesting Board of Supervisors of the County of Santa Clara to Establish Tax Rate for Bonds of the Alum Rock Union Elementary School District Expected to be Sold during Fiscal Year 2018-1019, and Authorizing Necessary Actions in Connection Therewith* together with *Agenda Item 9.07 Resolution No. 46-17/18 A Resolution of the Board of Trustees of Alum Rock Union Elementary School District, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto.*

**Public Comments:**

- 1) Ray Mueller – Community Member stated he did not understand how we are going to do a \$50M worth of work with only \$35M. He commented, ‘the public has spoken, the advisors have spoken, and the voters have spoken—why are you still doing this?’
- 2) Female speaker (*no name given*) – She stated that she wanted to remind the Board that they voted to close the meeting at 11:30 p.m. and it was now 11:36 p.m.—please respect everybody’s time!
- 3) Female speaker (*no name given*) – Addressed the Board and stated, “this is what I was talking about earlier, you make promises that you know won’t happen—how are you going to keep all of these promises, do you have a magic wand?”
- 4) Janet Odell – Community member stated that the district’s fiscal supervisor should comment on this because the general fund would be affected.

Member Andrés Quintero stated that we should not take the advice of our general counsel—her name is tied to all this and it makes absolutely no sense to follow her advice when in fact the fiscal matter is pretty broad. He commented that it was better to wait and sell the bonds when the time was right—let’s not move forward with this!

President Esau Ruiz Herrera commented that he still felt that this was an item that should be referred to the Superintendent and administration with a charge to get more specific direction and confirm in a more detailed matter with general counsel so that the Board could be presented with a more formal, legal opinion.

**9. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**9.07 Resolution No. 46-17/18. Resolution of the Board of Trustees of ARUSD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

**9.08 Resolution No. 48-17/18. Resolution Requesting Board of Supervisors of the County of Santa Clara to Establish Tax Rate for Bonds of the Alum Rock Union Elementary School District Expected to be Sold during Fiscal Year 2018-19, and Authorizing Necessary Actions in Connection Therewith**

*MOTION #21-05 failed with a vote of 2 in favor (Member Khanh Tran and Clerk Dolores Marquez-Frausto); 2 not voting (President Esau Ruiz Herrera and Member Andrés Quintero); and 1 absent (Vice-President Karen Martinez)*

**MOTION #21-06 by Member Andrés Quintero to adjourn the meeting. There was no second made to MOTION #21-06. MOTION #21-06 dies for lack of a second.**

**7. BOND / FACILITIES**

**7.04 Approve the 2016-17 Annual Performance and Financial Audit of General Obligation Bonds Report for Measure J and Measure I**

President Esau Ruiz Herrera reported that no action would be taken on this agenda item for lack of a motion.

**11. BUSINESS**

**11.04 Resolution No. 47-17/18 Parcel Tax Exemptions**

**MOTION #21-07 by President Esau Ruiz Herrera to accept and approve Resolution No. 47-17/18 Parcel Tax Exemptions as presented. MOTION#21-07 was seconded by Member Andrés Quintero.**

*MOTION #21-06 carried with a vote of 3 in favor (Clerk Dolores Marquez-Frausto, Member Andrés Quintero, and President Esau Ruiz Herrera); no opposition; and 2 absent (Vice-President Karen Martinez and Member Khanh Tran); and no abstention.*

**13. CONSENT CALENDAR**

**13.10 Approve the Certification of Correction for the 2016-17  
Audit Report**

Member Andrés Quintero stated that he was not going to support this agenda item. President Esau Ruiz Herrera reported that no action would be taken on this agenda item.

**15. ADJOURNMENT**

**15.01 President adjourn the meeting**

**MOTION #21-08 by Member Andrés Quintero to adjourn the meeting. MOTION #21-08 was seconded President Esau Ruiz Herrera.**

***MOTION #21-08 carried with a vote of 3 in favor (Clerk Dolores Marquez-Frausto, Member Andrés Quintero, and President Esau Ruiz Herrera); no opposition; and 2 absent (Vice-President Karen Martinez and Member Khanh Tran); and no abstention.***

**15. ADJOURNMENT**

**15.01 President Adjourns the Meeting**

President Esau Ruiz Herrera adjourned the meeting at 11:43 p.m.

Respectfully submitted,

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Dolores Marquez-Frausto  
Board Clerk

HB/mcs

**DRAFT MINUTES**  
**ALUM ROCK ELEMENTARY SCHOOL DISTRICT**  
**2930 Gay Avenue**  
**San Jose, CA 95127**

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**of the Alum Rock Union School District**  
**Held on Thursday, July 12, 5:30 p.m. at the Alum Rock Union School**  
**District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127**  
**Meeting #01-18/19**

**1. OPEN SESSION**

**1.01 Call to Order / Roll Call**

President Esau Ruiz Herrera welcomed everyone in the audience. President Esau Ruiz Herrera called the Board Meeting to order at 5:36 p.m. followed by Roll Call.

**Board Members Present:**

Esau Ruiz Herrera	President
Karen Martinez	Vice-President
Dolores Marquez-Frausto	Clerk
Andrés Quintero	Member ( <i>arrived late at 5:41 p.m.</i> )

**Board Member Absent:**

Khanh Tran	Member
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**Administrative and Support Staff Members Present:**

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Jess Serna	Interim Assistant Superintendent, Human Resources
Marie Sanchez	Sr. Executive Assistant, Superintendent's Office
Angel Rodriguez	Executive Assistant/Communications Support, Superintendent's Office
Jackie Guevara	Executive Assistant, Superintendent's Office

**Administrative Staff Absent:**

Kolvira Chheng	Assistant Superintendent, Business Services
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## **1. OPEN SESSION** *(continued)*

### **1.02 Announcement and Public Comments Regarding Items to be Discussed In Closed Session**

President Esau Ruiz Herrera announced the items that would be discussed in Closed Session.

Public Comments:

- 1) Camille Llanes-Fontanilla – Community member asked about what would be discussed under ***Agenda Item 2.02 Conference with Legal Counsel—Anticipated Litigation***. She asked for transparency and better clarification on Closed Session items.
- 2) Nedra Zausch – Linda Vista parent that spoke about a staff issue at Linda Vista and some personal issues with her severe ADHD child. There were some audience interruptions during this time. The speaker was not aware of the meeting protocols. She continued to state that this district was incapable of fiscal discipline that hinders student growth. This district uses labor laws to protect teachers that are not qualified. She stated that this district needs to hire better teachers! She gave thanks to Principal Ted Henderson for his assistance!

### **1.03 The Board will Adjourn to Closed Session at Approximately 5:30 p.m.**

The Board recessed to Closed Session at 5:43 p.m. President Esau Ruiz Herrera announced that the Board would reconvene to Open Session in approximately 60 minutes.

## **3. RECONVENE TO OPEN SESSION**

### **3.01 Call to Order / Pledge of Allegiance**

The Board reconvened to Open Session at 6:09 p.m. President Esau Ruiz Herrera welcomed everyone and took a second Roll Call in which all Board Members were present with the exception of Member Khanh Tran.

### **3.02 Report of Action Taken in Closed Session**

President Esau Ruiz Herrera reported that there was no reportable action to report from Closed Session at this time.

### **3.03 Agenda Review and Adoption**

President Esau Ruiz Herrera reported the following changes would be made to the agenda *(listed on next page)*.

### **3. RECONVENE TO OPEN SESSION *(continued)***

#### **3.03 Agenda Review and Adoption**

Superintendent Hilaria Bauer asked to pull *Agenda Item 8.03 Approve City of San Jose, Parks, Recreation and Neighborhood Services Contract* and *11.04 Approve the Amendment to Facility Use Agreement and MOU with KIPP* because they were not ready for review.

Vice-President Karen Martinez asked to move the following agenda items to follow *Agenda Item 7.02 Presentation of the Citizen's Bond Oversight Committee (CBOC) Annual Report*:

- *11.01- Fiscal Expert Update*
- *11.02-FCMAT Update*
- *11.03-Facilities Assessment Report*

There was consensus from the Board to accept the agenda as modified.

### **4. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD**

#### **4.01 Requests to Address the Board**

Public Comments:

- 1) Natalie Down Abal – Community member that commented that the Board is always questioning Kolvira Chheng as if he was on trial. She commented that she was confused on why Jess's contract was approved only for 90 days! She also commented that she finds certain comments made by a certain board member very unsettling!
- 2) Ray Mueller – CBOC Chair, stated that since his committee is not given the opportunity to speak, he was announcing at this time that on Saturday, July 21, several members of the CBOC would be taking a field trip to various school sites. This would be considered a public meeting and he would be providing a notice.
- 3) Brenda Zendejas – Community member that announced that a group of volunteer students would be painting some of the facilities through the village starting next to Peter's Bakery.
- 4) Bertha Razo – Community member commented that she was here to praise the excellent work of Superintendent Bauer and her administration. Her work has not been in vain, bringing lots of achievements to the district. She addressed Board President Herrera to try and get along with his colleagues and stop fighting with the community because we don't achieve anything this way—let's all work together!
- 5) Jeff Markham – Community member commented on the great slides being shown on the screen—but did not understand why they were stopped and not allowed.

## **5. COMMENTS AND COMMUNICATION**

### **5.01 Teamsters**

There were no representatives from Teamsters at this time.

### **5.02 California School Employee's Association (CSEA)**

There were no representatives from CSEA at this time.

### **5.03 Alum Rock Administrator's Association (ARAA)**

There were no representatives from ARAA at this time.

### **5.04 Alum Rock Educator's Association (AREA)**

Jocelyn Merz, AREA president, stated she was hoping during the summer that we could reflect on what's been going on. The last board meeting was a waste of time. The community was here until midnight and contracts that needed to be approved, work that needed to get done to keep the district moving, did not get done. The proposed response to the Grand Jury was a desperate, weak, and very flawed argument that we're only wasting taxpayer's money. She commented on the composition of the Grand Jury—it has nothing to do with ethnicity, it has to do with ethics—being ethical. We should be spending money on the students. She asked the Board to re-read the report and take the Grand Jury report seriously!

### **5.05 Superintendent**

Superintendent Hilaria Bauer reported that she was a little sad today because two of her staff members had lost family members earlier during the day. Efrain Robles, Director of Fiscal Services, who has been an employee for over 20 years, lost his father, and Kolvira Chheng, Assistant Superintendent of Business Services, lost his sister-in-law, and his wife was hurting tremendously. She commented that she had planned to speak about the amazing things happening in the district like robust bridge to kinder and increased number of students participating, but would do so at another meeting. She gave thanks to her staff.

### **5.06 Board of Trustees**

Vice-President Karen Martinez stated that she had left a voice message for Kolvira saying she was sorry for his loss. She gave thanks to the teachers that were present and for staying focused on the students and ensuring that they are learning. Vice-President Karen Martinez stated that for the record, she had asked that the fiscal advisors be present during the Board's Closed Session at every meeting; however, some of her colleagues did not agree so their quorum was broken.

## **5. COMMENTS AND COMMUNICATION *(continued)***

### **5.06 Board of Trustees**

Member Andrés Quintero gave thanks to Google for coming out to Adelante and putting on a great event. The students spent time receiving the proper thinking skills to become the workforce of the future. He reported that we have an alumnus of the district, Juan Quinones, graduate of Fischer Middle School, which is bringing back the resources into his neighborhood. He gave special thanks to Superintendent Hilaria Bauer for making this happen.

Clerk Dolores Marquez-Frausto asked that she get the information on the Linda Vista parent speaker that spoke earlier about her child. She wants to connect with her to see what can be done to assist her. She also stated that it has been slow for her managing personal and medical issues and babysitting her granddaughter. She stated that she has been listening to the comments that have been said. She reported that at the last board meeting, the meeting was taken over by the audience and the Board was not able to finish the meeting. She asked the audience to be more respectful of the Board because she knows that everyone has different opinions and all the opinions need to be listened to.

## **6. PUBLIC HEARING**

### **6.01 Closing the Public Hearing. Teamster Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2018-19 Reopeners**

President Esau Ruiz Herrera reported that at the June 14, 2018 board meeting, the Public Hearing was not technically and properly closed; therefore, *he was formally closing the Public Hearing today at 6:40 p.m.*

### **6.02 Closing the Public Hearing. District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2018-19 Reopeners**

President Esau Ruiz Herrera reported that at the June 14, 2018 board meeting, the Public Hearing was not technically and properly closed; therefore, *he was formally closing the Public Hearing today at 6:40 p.m.*



## **8. CONTRACTS OVER \$100,000**

### **8.01 Approve Curriculum Associates, iReady for Grades K-8, Academic Services, \$399,315.00**

**MOTION #01-01 by Vice-President Karen Martinez to accept and adopt the Curriculum Associates, iReady Contract as presented. MOTION #01-01 was seconded by President Esau Ruiz Herrera.**

Public Comments:

- 1) Loretta Turner – George teacher that stated that she uses iReady only for assessments—and that is all. She feels that middle school students are not interested in this.
- 2) Sandra Rivera – Kinder teacher stated that her students struggle to use this because they lack knowledge using computers and working in small groups makes it more difficult. Students click to click and then move on. She commented that if this contract is approved, can the lower grades get additional help?

Vice-President Karen Martinez commented that she saw 2<sup>nd</sup> and 3<sup>rd</sup> grade students using this, but did not see it being used in middle school. She asked administration if something else has been considered for middle school and what kind of professional development are we providing?

President Esau Ruiz Herrera commented that he also echoed the same questions.

Clerk Dolores Marquez-Frausto commented that she was concerned that not all students had access to computers and this should not be happening!

Assistant Superintendent Rene Sanchez reported that iReady has been here for many years and they have recently been discussing this with all teachers. The original contract was for \$600K, but it was reduced so that they could take a look at other options and opportunities. He reported that professional development is offered; however, some schools take more advantage of this opportunity than others, depending on where they feel the need is at.

Superintendent Hilaria Bauer reported that once staff is back in August from summer break, she will be planning to have a team take a bigger look at this program. In terms of the computers, not all the schools are 1:1.

***MOTION #01-01 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**8. CONTRACTS OVER \$100,000 (continued)**

**8.02 Approve Contract Increase for Ro Health Nursing Care Services,  
Original amount of \$120,000, Increase \$25,000**

**MOTION #01-02 by Vice-President Karen Martinez to accept and approve the Ro Health Nursing Care Services Contract increase as presented. MOTION #01-02 was seconded by Member Andrés Quintero.**

***MOTION #01-02 carried with a vote of 4 in favor; no opposition; 1 absent  
(Member Khanh Tran); and no abstention.***

**8.04 Approve Think Together, Kinder Academy Services Through San Jose  
Learn Contract for \$357,577**

**MOTION #01-03 by Member Andrés Quintero to accept and approve the Think Together Contract for \$357,577 as presented. MOTION #01-03 was seconded by Vice-President Karen Martinez.**

***MOTION #01-03 carried with a vote of 4 in favor; no opposition; 1 absent  
(Member Khanh Tran); and no abstention.***

**8.05 Approve Think Together, Kinder Academy Services Contract,  
\$361,577**

**MOTION #01-04 by Member Andrés Quintero to accept and approve the Think Together Contract for \$361,577 as presented. MOTION #01-04 was seconded by Vice-President Karen Martinez.**

Clerk Dolores Marquez-Frausto asked why we did not group all these Think Together contracts as one item. Superintendent Hilaria Bauer replied that because of all the different funding sources, it was easier to list them separately.

Vice-President Karen Martinez stated that it would be helpful for all these providers to show us, twice a year, how the students are benefitting with their program—and this should also include City Year.

***MOTION #01-04 carried with a vote of 4 in favor; no opposition; 1 absent  
(Member Khanh Tran); and no abstention.***

**8. CONTRACTS OVER \$100,000 (continued)**

**8.06 Approve Think Together, After School Safety Programs Contract, \$766,548**

**MOTION #01-05 by Member Andrés Quintero to accept and approve Think Together, After School Safety Programs Contract for the amount of \$766,548 as presented. MOTION #01-05 was seconded by President Esau Ruiz Herrera.**

Clerk Dolores Marquez-Frausto asked administration why had this amount doubled compared to the other contracts with Think Together? She stated that she was also in agreement with Vice-President Karen Martinez to having the providers come out and talk to the Board and demonstrate what benefits the students were receiving.

Assistant Superintendent Rene Sanchez reported that this was the afterschool program and more students were being served from the LCAP funding. He stated that the funding was very specific to serving approximately 100 students.

Public Comment:

- 1) Ray Mueller – Community member stated that his son was in this program at Russo and it really helped him. It also provided an opportunity, as a working parent, to be able to work.

***MOTION #01-05 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**8.07 Approve Think Together, Comprehensive Licensed Preschool Program at Adelante I & II, Early Learning Center, \$485,982**

**MOTION #01-06 by Member Andrés Quintero to accept and approve Think Together, Comprehensive Licensed Preschool Program Contract for the amount of \$485,982 as presented. MOTION #01-06 was seconded by Vice-President Karen Martinez.**

Assistant Superintendent Rene Sanchez reported that this funding was specifically from a state grant for which we had applied.

***MOTION #01-06 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**8. CONTRACTS OVER \$100,000 (continued)**

**8.08 Approve YMCA of Silicon Valley, Extended Learning Support for 9 Schools, \$640,000**

**MOTION #01-07 by Vice-President Karen Martinez to accept and approve the YMCA of Silicon Valley Contract for the amount of \$640,000 as presented. MOTION #01-07 was seconded by Clerk Dolores Marquez-Frausto.**

***MOTION #01-07 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**8.09 Approve City Year, ELA & Math Support, \$450,000 per year for 3 years**

**MOTION #01-08 by Vice-President Karen Martinez to accept and approve the City Year Contract for \$450,000 per year for 3 years as presented. MOTION #01-08 was seconded by Member Andrés Quintero and Clerk Dolores Marquez-Frausto.**

***MOTION #01-08 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**8.10 Approve City Year, After School Programs, \$1,411,901 per year for 3 years**

**MOTION #01-09 by Member Andrés Quintero to accept and approve the City Year, After School Programs Contract for the amount of \$1,411,901 per year for 3 years as presented. MOTION #01-09 was seconded by Clerk Dolores Marquez-Frausto.**

***MOTION #01-09 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**8.11 Approve Durham School Services, Special Ed Bus Services, \$782,000 per year for 3 years**

**MOTION #01-10 by Vice-President Karen Martinez to accept and approve the Durham School Services Contract as presented. MOTION #01-10 was seconded by Member Andrés Quintero.**

The Board had dialogue on this agenda item.

Vice-President Karen Martinez asked for a **Friendly Amendment to MOTION #01-10 to accept and approve the Durham School Services Contract for only one year and then re-assess the contract and decide on extending the contract for the remaining years.** The maker of the second, Member Andrés Quintero, was in consensus with the **Friendly Amendment.**



**8. CONTRACTS OVER \$100,000 (continued)**

**8.11 Approve Durham School Services, Special Ed Bus Services, \$782,000 per year for 3 years**

Public Comments:

- 1) Kathleen Romero – School Bus Safety Coalition representative, asked the Board to consider their report on the safety of the top three firms.
- 2) Natalie Down Abal – Community member, asked the Board to take into consideration the ages of the students.

Superintendent Hilaria Bauer stated that the District has not had any safety issues thus far. She commented that the District went through the appropriate bidding process for this contract.

***MOTION #01-10 with the Friendly Amendment carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**8.12 Approve SupplyWorks Piggyback Solicitation, Janitorial Contract for \$216,000, per year for 3 years**

**MOTION #01-11 by Member Andrés Quintero to accept and approve the SupplyWorks Piggyback Solicitation, Janitorial Contract for \$216,000 per year for 3 years as presented. MOTION #01-11 was seconded by President Esau Ruiz Herrera.**

***MOTION #01-11 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**8.13 Approve San Jose Police Department, Secondary Employment Unit, Middle Schools, \$180,000**

**MOTION #01-12 by Clerk Dolores Marquez-Frausto to accept and approve the San Jose Police Department Contract as presented. MOTION #01-12 was seconded by Member Andrés Quintero.**

The Board had dialogue on this agenda item.

Vice-President Karen Martinez commented that she does not want our students to feel that they have made poor choices that have caused police presence on school grounds. She will not be supporting this item.

**8. CONTRACTS OVER \$100,000 (continued)**

**8.13 Approve San Jose Police Department, Secondary Employment Unit, Middle Schools, \$180,000**

Member Andrés Quintero commented that he fully hears the concerns and he feels that we should provide more specialized training for our police officers working on our campuses.

Clerk Dolores Marquez-Frausto commented that she would like to hear from the people who are overseeing them and maybe systemically an evaluation process could be put in place with something that would indicate that the principal was meeting with them and evaluating the process.

Public Comments:

- 1) Dilza Gonzalez – Parent and former student commented that she felt that having a police officer on school campuses, students felt like they were in a prison setting. She sees the police officers on campus at Mathson Middle School using their cell phone all day. These officers have informed her that they are there to enforce the rules....and they are not there to protect and serve.
- 2) Victor Vasquez – Somos Mayfair representative commented that he echoes what Dilza Gonzalez has reported. He stated that positive school climate needs to be more center-staged.
- 3) Bruce Nguyen – Community member that stated he also echoes the concerns and this will negatively impact the schools.

*There was no vote taken on MOTION #01-12.*

**MOTION #01-13 by Member Andrés Quintero to table this agenda item until the August meeting. MOTION #01-13 was seconded by Clerk Dolores Marquez-Frausto.**

***MOTION #01-13 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**7. BOND / FACILITIES**

**7.01 The Board will receive a written update on the status of Bond Projects**

There was no action taken on this agenda item.

Public Comment:

- 1) Ray Mueller – Community Member addressed the Board and asked why was there no update on the Bond Projects?

## **7. BOND / FACILITIES *(continued)***

### **7.02 Presentation of the Citizens' Bond Oversight Committee Annual Report**

Mr. Ray Mueller, Chair, read his cover letter to the Board and the audience. A copy of the 2017 Annual Report of the Citizens' Bond Oversight Committee was provided to the public for their review.

Mr. Ray Mueller stated that this was a fair report, and he encouraged all residents to read it. This report was more thorough than prior years as his new members have different skills and abilities than those who volunteered prior. He commented that the lack of the participation by the Project/Construction Manager for more than half of the last year was unfortunate and only added to the difficulty for the committee. Mr. Ray Mueller commented that he would love for someone from the public that speaks Spanish could be part of his committee and help with the translations.

Member Andrés Quintero gave special thanks to Mr. Mueller for his annual report and the participation of the committee.

### **7.03 Reject of Bid Package for B1718-003 HVAC Upgrades for 5 Elementary Schools**

Superintendent Hilaria Bauer introduced Mr. Louie Moran, Director of Facilities, Bonds, and Leases, who reported out. Mr. Louie Moran made the suggestion to reject the bid due to high costs and lack of funds in order to move forward with the projects.

**MOTION #01-14 by Member Andrés Quintero to accept and approve the Rejection of Bid Package for B1718-003 HVAC Upgrades for the five elementary schools: Arbuckle, Cureton, McCollam, Russo/McEntee, and Ryan as presented. MOTION #01-14 was seconded by President Esau Ruiz Herrera.**

***MOTION #01-14 carried with a vote of 3 in favor; no opposition; 2 absent (Member Khanh Tran and Vice-President Karen Martinez was temporarily absent); and no abstention.***

### **7.04 Approve the Notice of Completion of Bid Package for #B1617-012 Re-Roofing at KIPP Heartwood Academy**

Superintendent Hilaria Bauer asked Board President to pull this agenda item because it was not ready for action.

**7. BOND / FACILITIES** *(continued)*

**7.05 Approve the 2016-17 Annual Performance and Financial Audit of General Obligation Bonds Report for Measure J and Measure I**

There was dialogue on this agenda item; however, there was no action taken.

**11. BUSINESS**

**11.01 Fiscal Expert Update**

Dr. Donald Zimring, SCCOE Fiscal Expert, reports out since Assistant Superintendent Kolvira Chheng was not available. He reported that staff has made tremendous gains with their books and with making the county transition to the county platform by January 1. He reported that by the First Interim, the report indicates much more clear projections of the District's financial standing. The Board has moved forward with the separation of the Del Terra contract. Dr. Donald Zimring suggests that the Board work more collaboratively.

Vice-President Karen Martinez stated that she wanted to publically apologize to him for getting upset with him. Dr. Donald Zimring clarified that the Fiscal Expert Team is being paid by the SCCOE, and not by Alum Rock.

**11.03 Facilities Assessment Report**

Superintendent Hilaria Bauer introduced Mr. Matthew Anderson, Program Manager, EMG, who gave a PowerPoint presentation regarding the cost of the short-term repairs which was \$12M. He reported that he would schedule a future meeting regarding the report and would announce the date and time and make this available to the public and the community. A copy of the report was made available to the public.

Vice-President Karen Martinez requested to administration that this facilities assessment report be placed on the website to make it available to the community.

Member Andrés Quintero gave thanks to Mr. Anderson and stated that this report would be very useful to the bond committee.

Vice-President Karen Martinez was also in agreement with Member Andrés Quintero.

The Board had dialogue on this agenda item.



## **11. BUSINESS (continued)**

### **11.03 Facilities Assessment Report**

#### **Public Comments:**

- 1) Ray Mueller – CBOC Chair, asked about the roofing project and commented that he was under the assumption that all the roofing projects had been completed.
- 2) Janet Odell – Community member thanked Mr. Anderson for the report and she also gave thanks to Vice-President Karen Martinez for pushing and pushing this item.
- 3) Jocelyn Merz – AREA President, stated that she echoes what Janet has just said. She also mentioned that San Antonio had over \$400,000 in repairs and this was an eye-opener for her. She also mentioned the locking doors issue.
- 4) Victor Vasquez – Community member, gave thanks to Vice-President Karen Martinez for this report and he requested to have this report translated into Spanish for the Spanish-speaking community.
- 5) Male speaker (no name given) – Speaker commented to the Board to spend the money wisely.

Vice-President Karen Martinez suggested scheduling a special board meeting just for this item in order to have more dialogue and to set priorities on site improvements.

Member Andrés Quintero commented that he would be reaching out to administration in order to schedule a bonds committee meeting where the public could attend.

Superintendent Hilaria Bauer commented that this report was a live working view-only document and the locks project was already being addressed. She commented that she was pleased with the outcome of the completed report.

## **9. SUPERINTENDENT / BOARD BUSINESS**

### **9.01 Staff will give an update on School Safety**

Superintendent Hilaria Bauer reported that two safety summits had been held, On March 22 and again on July 9 in which parents had been invited to be part of the preliminary conversation. As a result, the double locks on doors were discussed and this will be a major project once school resumes and staff is back on board. Another piece of conversation was how to increase the presence of people while teachers are teaching. She reported that there was interest expressed from the group in developing a district safety committee with several stakeholders and the committee would meet quarterly starting in the fall. Superintendent Hilaria Bauer reported that this has to be a two-way conversation with parents and the community. Parents want to be informed of all the initiatives that are currently in place. She reported that the goal of this committee is to increase the sense of safety for the students and staff members.

**9. SUPERINTENDENT / BOARD BUSINESS *(continued)***

**9.02 Fire Protection Systems and Inspections**

Superintendent Hilaria Bauer reported that the District has been looking into a proposal regarding increasing the standards with sprinklers. Currently, we only have one site which this would apply. Member Andrés Quintero stated that he has been doing some research on this and for the next agenda, he would like to bring forth a board policy that confirms that the district is hiring the highest individuals checking our fire system to ensure that staff and students are safe.

**9.03 2018-19 CSBA Membership Dues, \$13,122 per year**

**MOTION #01-15 by Member Andrés Quintero to approve the 2018-19 CSBA Membership Dues in the amount of \$13,122. MOTION #01-15 was seconded by Vice-President Karen Martinez.**

President Esau Ruiz Herrera commented that he was not excited about paying these due and we should wait to the very last minute. This would send CSBA a message that we need to be better represented.

Clerk Dolores Marquez-Frausto was in agreement and stated that she would not be supporting this item.

Vice-President Karen Martinez stated that for the future, we should wait till the very end when we have to pay the membership dues and not waste the time of the public by postponing or tabling this agenda item repeatedly.

**There was no vote taken on MOTION #01-15.**

**MOTION #01-16 by Member Andrés Quintero to table this agenda item until the August meeting. MOTION #01-16 was seconded by Clerk Dolores Marquez-Frausto.**

***MOTION #01-16 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**9.04 2018-19 CSBA Education Legal Alliance Membership Dues,  
\$3,280**

**MOTION #01-17 by Member Andrés Quintero to approve the 2018-19 CSBA Education Legal Alliance Membership Dues in the amount of \$3,280. MOTION #01-17 was seconded by Vice-President Karen Martinez.**

**9. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**9.04 2018-19 CSBA Education Legal Alliance Membership Dues,  
\$3,280**

Member Andrés Quintero reported that he now supports this legal alliance because they have stepped up in regards to assisting the district and have helped us at the time of need.

President Esau Ruiz Herrera commented that he would not be supporting this agenda item until the last month that we have to pay this. He stated that he was mindful that in the past 25 years, CSBA has only sent a statewide officer to our board meetings only once after the district delayed payment.

Vice-President Karen Martinez once again stated that for the future, we should wait till the very end when we have to pay the membership dues and not waste the time of the public by postponing or tabling this agenda item repeatedly.

Clerk Dolores Marquez-Frausto stated that she would also not be supporting this agenda item.

**There was no vote taken on MOTION #01-17.**

**MOTION #01-18 by Clerk Dolores Marquez-Frausto to table this agenda item until the August meeting. MOTION #01-18 was seconded by President Esau Ruiz Herrera.**

***MOTION #01-18 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

**9.05 Civil Grand Jury Report**

There was lots of dialogue on this agenda item.

Member Andrés Quintero asked the Superintendent if she or any of her staff members had directed General Counsel to produce a response to the Grand Jury? Superintendent Hilaria Bauer replied, "No". Member Andrés Quintero asked General Counsel who had asked her to produce a response to the Grand Jury? Attorney Maribel Medina responded that Superintendent Hilaria Bauer had been copied on the email strand where three board members had requested the response and they were President Esau Ruiz Herrera, Member Khanh Tran, and Clerk Dolores Marquez-Frausto. She reported the board members had sent separate emails and that she had drafted the response on behalf of the district.

Member Andrés Quintero asked the attorney how much did the district pay for this proposed response?

## 9. SUPERINTENDENT / BOARD BUSINESS *(continued)*

### 9.05 Civil Grand Jury Report

Attorney Maribel Medina replied that it had taken her approximately 10-15 hours to draft this response and she had not yet calculated the cost.

Member Andrés Quintero reported that he had some concerns with this proposed response because there were factual errors. He addressed Attorney Maribel Medina and stated that the Civil Grand Jury Member Roster for 2018-19 identifying the members was incorrect; but the members that put this grand jury report together were from the 2017-18 Grand Jury Roster. Member Andrés Quintero reported that one of the grand jury members was sitting in the audience to testify to this.

Attorney Maribel Medina reported that this was only a draft proposal and it could be corrected. The Board has three months before the response is due and modifications could be made by the Board. The issue related to the grand jury was its ethnic make-up and was not reflective of the voters of the Alum Rock community. The grand jury asking for the resignations was comprised exclusively of white jurors and two of the Board members being asked to resign are Latinos, and one is Asian. She stated that the voters of Alum Rock, and not the members of a grand jury should decide through the power of the ballot box who serves on a local school district's governing board.

Member Andrés Quintero reported he was also concerned about the mention of the District's previous legal counsel Rogelio Ruiz from Rehon & Roberts that he had prepared a memorandum in which he stated, "there was a material risk". Member Andrés Quintero read part of a letter written on behalf of Peter Rehon from Rehon & Roberts, APC that stated:

*"This letter is to advise you of a material misstatement in the draft proposed Board Response to a recent Civil Grand Jury Report that has been posted on the District's website and was prepared by the District's Legal Counsel, Ms. Maribel Medina."*

*"The contracts that are the subject of Mr. Ruiz' legal opinion dated November 8, 2017, are the 2016 Measure J Construction Management Agreement and the 2016 Measure I Program and Construction Management Agreement. Contrary to Ms. Medina's draft, neither Mr. Ruiz nor any other attorney at Rehon & Roberts was ever consulted about, or provided any guidance in connection with, the awarding, drafting and approving of those 2016 agreements. Ms. Medina never contacted myself, Mr. Ruiz, or anyone else at Rehon & Roberts, regarding the awarding, drafting and approving of those agreements by ARUESD Board in 2016. Our understanding is that the subject agreements were prepared and reviewed by Attorney E. Luis Saenz, the District's General Counsel at the time those contracts were drafted and approved and his colleague Attorney Ron Vera."*



## 9. SUPERINTENDENT / BOARD BUSINESS *(continued)*

### 9.05 Civil Grand Jury Report

*This is to request that the matter be corrected immediately and that any Board-approved response to the Civil Grand Jury be corrected accordingly to reflect the above facts. This is also to request that a copy of this letter be provided to the full Board and be made publicly available at tonight's meeting prior to the Board's consideration of the proposed response to the Civil Grand Jury."*

Attorney Maribel Medina stated that she had relied on the correspondence from Superintendent Hilaria Bauer, Luis Saenz, and Rogelio Ruiz when compiling information for her draft proposal. She reported that this draft proposal could be changed and modified but it was solely on the Board's discretion.

Clerk Dolores Marquez-Frausto stated that she was President at that time; however, she did not instruct Attorney Ron Vera to draft the contracts. She stated that Attorney Rogelio Ruiz was involved right from the start and the contract that he had written was a terrible contract.

Attorney Maribel Medina clarified that she had only received private emails from the three board members and that there was never a physical meeting held.

Vice-President Karen Martinez stated that she was not in agreement with this proposed response and that she wanted to make it publically clear that her name was **NOT** to be placed on this document and response as a Board Member of the Board of Alum Rock!

President Esau Ruiz Herrera stated that this was a legal document and a response by the District was required by law.

Member Andrés Quintero stated that he wanted to put this to rest. The board policy was really clear that only one person had the authority to incur costs on legal services on behalf of the District and that was the Superintendent. The Board President has the right to ask for advice for himself/herself.

Clerk Dolores Marquez-Frausto commented that she believes that Attorney Maribel Medina is a good attorney; otherwise, the SCCOE would have never hired her! She also commented that the Board has the authority to hire the Superintendent and Legal Counsel and that Legal Counsel answers to the Board, and not to the Superintendent!

Attorney Maribel Medina stated that her law firm is here to serve the Board; however, Legal Counsel needs specific direction from the Board.

The Board had brief dialogue on Board Bylaw 9124.

**9. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**9.05 Civil Grand Jury Report**

Public Comments:

- 1) Natalie Down Abal – Community speaker stated this response was a joke and the response written was not on behalf of the District but more like on behalf of the majority of the Board.
- 2) Dilza Gonzales – Community member
- 3) Camille Llames-Fontanilla – Community member stated that this report was a joke and very inaccurate!
- 4) Andrea Flores-Shelton – Community member stated this was a violation of Board Bylaw 9124.
- 5) Jocelyn Merz – AREA President stated that we are here again and specifically with the same behavior we have seen tonight and also in the past 18 months
- 6) Victor Vasquez – Community member stated that this report was wrong and incorrect.
- 7) Ray Mueller – CBOC wrote on the chalkboard, “Mea Culpa”
- 8) Francisco Leal – Member from Leal & Trejo, reported he is here because he wants to be here and he was not charging fees.

**9.06 Discussion around Next Steps pertaining to the George and Fischer Multi-Purpose Rooms**

Vice-President Karen Martinez asked her colleagues to support her with the motion that she would be making. She stated that we cannot move forward with the next steps of the two multi-purpose rooms until we have addressed all the facility assessment issues and met those needs first and if we have extra money left over, and then we can always bring these items back for consideration.

**MOTION #01-19 by Vice-President Karen Martinez to table the Next Steps pertaining to the George and Fischer Multi-Purpose Rooms to a future board meeting. MOTION #01-19 was seconded by Member Andrés Quintero.**

President Esau Ruiz Herrera commented that this was a moot point and that it was obvious that we don't have the sufficient funds.

Member Andrés Quintero agreed with Vice-President Karen Martinez. He commented that they had just heard a facility assessment report that identified a multitude of issues.

Public Comment:

- 1) Ray Mueller – Community member that commented he also was in agreement with Vice-President Karen Martinez and Member Andrés Quintero. As he understood the facility assessment report, we have \$200M in repairs yet we want to build a multi-purpose room? Let's take care of the needed repairs first!

**9. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**9.06 Discussion around Next Steps pertaining to the George and Fischer Multi-Purpose Rooms**

*MOTION #01-19 carried with a vote of 3 in favor; no opposition; 1 absent (Member Khanh Tran); and 1 abstention (Clerk Dolores Marquez-Frausto).*

**9.07 Discussion around George Multi-Purpose Community Room that will Exclude the George campus pertaining to the Earthquake Fault Line**

**MOTION #01-20 by Vice-President Karen Martinez to table this agenda item to a future board meeting. MOTION #01-20 was seconded by Member Andrés Quintero.**

*MOTION #01-20 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.*

**9.08 Construction Management Agreements for Measure I and Measure J. Terminate Contract between ARUESD and Del Terra Real Estate Services**

**MOTION #01-21 by Member Andrés Quintero to terminate the Del Terra Real Estate Contract with Alum Rock. MOTION #01-21 was seconded by Vice-President Karen Martinez.**

**Public Comments:**

- 1) Ray Mueller – Community member addressed the Board and stated that their decisions have ripples—the community does not support paying Del Terra, let's do this, it's time to let them go!
- 2) Andrea Flores-Shelton – Community member, commented that Del Terra owes the district \$300K – cut their contract, and get our money back!
- 3) Victor Vasquez – Community member, commented to go after Del Terra, get our money back, and make sure this doesn't happen again.

**9.08 Construction Management Agreements for Measure I and Measure J. Terminate Contract between ARUESD and Del Terra Real Estate Services**

*MOTION #01-21 failed with a vote of 2 in favor (Vice-President Karen Martinez and Member Andrés Quintero); 2 in opposition (President Esau Ruiz Herrera and Clerk Dolores Marquez-Frausto); 1 absent (Member Khanh Tran); and no abstention.*

## **7. BOND / FACILITIES**

### **7.04 Approve the Notice of Completion of Bid Package for #B1617-012 Re-Roofing at KIPP Heartwood Academy**

President Esau Ruiz Herrera reported that Superintendent Hilaria Bauer had accidentally pulled this agenda item in error; therefore, action would be taken at this time. President Esau Ruiz Herrera apologized to the audience for this error.

**MOTION #01-22 by Member Andrés Quintero to accept and approve the Notice of Completion of Bid Package for the Re-Roofing at KIPP Heartwood Academy as presented. MOTION #01-22 was seconded by President Esau Ruiz Herrera.**

Superintendent Hilaria Bauer publically apologized for her error.

***MOTION #01-22 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

## **10. INSTRUCTIONAL SERVICES**

### **10.01 Consolidated Application and Report System (CARS) 2016/17- 2017/18 Reporting and 2018/19 Application for Funding**

**MOTION #01-23 by Member Andrés Quintero to accept and approve this agenda item as presented. MOTION #01-23 was seconded by President Esau Ruiz Herrera.**

***MOTION #01-23 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

### **10.02 CCSS History Social Science Textbook Adoption Middle School, Adelante Dual Language Academy**

**MOTION #01-24 by Member Andrés Quintero to accept and approve the CCSS History Social Science Textbook Adoption Middle School, Adelante Dual Language Academy as presented. MOTION #01-24 was seconded by President Esau Ruiz Herrera.**

Public Comments:

- 1) Ray Mueller – Community member, asked if these books met the Standards & Fair Act of 2011 because there was an issue about history being taught from a specific perspective. He would like to ensure that these textbooks are inclusive of the history that they are being taught to.



## **10. INSTRUCTIONAL SERVICES *(continued)***

### **10.02 CCSS History Social Science Textbook Adoption Middle School, Adelante Dual Language Academy**

Public Comments:

- 2) Victor Vasquez – Community member, commented that we need books that will uplift the students and our community making sure that we are the leading institution that provides this so that when our students get into positions of power, they can do it well! Let's work together.

Assistant Superintendent Rene Sanchez reported that all these books were state approved.

***MOTION #01-24 carried with a vote of 4 in favor; no opposition; 1 absent  
(Member Khanh Tran); and no abstention.***

### **10.03 CCSS History Social-Science Textbook Adoption, Middle School**

**MOTION #01-25 by Vice-President Karen Martinez to accept and approve the CCSS History Social-Science Textbook Adoption for the middle schools as presented.  
MOTION #01-25 was seconded by Member Andrés Quintero.**

Public Comment:

- 1) Ray Mueller – Community member, stated he reiterates the same message as in the previous agenda item.

***MOTION #01-25 carried with a vote of 4 in favor; no opposition; 1 absent  
(Member Khanh Tran); and no abstention.***

## **11. BUSINESS**

### **11.01 Fiscal Expert Update**

President Esau Ruiz Herrera reported that no discussion would be taken on this agenda item due to lack of time.

## **12. HUMAN RESOURCES**

### **12.01 Resignations**

There was consensus from the Board to accept the resignations as presented.

**12. HUMAN RESOURCES** *(continued)*

**12.02 Approve Resolution No. 40-17/18, Recognition of Classified Retirees**

**12.03 Approve Resolution No. 41-17/18, Recognition of Certificated Retirees**

There was consensus from the Board to take both *Agenda Items 12.02 and 12.03 together with one motion.*

**MOTION #01-26 by Member Andrés Quintero to accept and approve both Agenda Item 12.02 and 12.03 as presented. MOTION #01-26 was seconded by Clerk Dolores Marquez, President Esau Ruiz Herrera, and Vice-President Karen Martinez.**

*MOTION #01-26 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.*

**12.04 Accept Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2018-19 Reopeners**

**MOTION #01-27 by Member Andrés Quintero to accept and approve Agenda Item 12.04 as presented. MOTION #01-27 was seconded by President Esau Ruiz Herrera.**

*MOTION #01-27 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.*

**12.05 Adopt the District's Initial Bargaining Proposal to Open Negotiations With Teamsters Local 150; Re: 2018-19 Reopeners**

**MOTION #01-28 by Member Andrés Quintero to accept and approve Agenda Item 12.05 as presented. MOTION #01-28 was seconded by President Esau Ruiz Herrera.**

*MOTION #01-28 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.*

**13. CONSENT CALENDAR**

President Esau Ruiz Herrera asked to pull *Agenda Item 13.01, the minutes from the April 12, 2018 meeting* for separate discussion.

Member Andrés Quintero asked to pull *Agenda Item 13.13 Approve the Certification of Correction for the 2016-17 Audit Report* for separate discussion.

### 13. CONSENT CALENDAR *(continued)*

**MOTION #01-29 by Vice-President Karen Martinez to accept and approve the Amended Consent Calendar as presented. MOTION #01-29 was seconded by Member Andrés Quintero.**

***MOTION #01-29 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

#### **13.01 Approval of Minutes and Notes for the following meetings:**

- ***April 12, 2018, Regular Meeting***
- ***May 10, 2018, Informal Meeting (notes)***
- ***May 29, 2018, Special Meeting***
- ***June 26, 2018, Special Meeting***

President Esau Ruiz Herrera reported that there was an error on page 25 of the minutes, under the second paragraph in the middle—“written mandate” should say “writ of mandate”. He stated once this change is accepted, the rest of the minutes are fine.

**MOTION #01-30 by President Esau Ruiz Herrera to accept and approve the Amended minutes for the April 12, 2018, Regular Meeting. MOTION #01-30 was seconded by Clerk Dolores Marquez-Frausto.**

***MOTION #01-30 carried with a vote of 4 in favor; no opposition; 1 absent (Member Khanh Tran); and no abstention.***

#### **13.13 Approve the Certification of Correction for the 2016-17 Audit Report**

Member Andrés Quintero stated that he had some concerns on the 4<sup>th</sup> bullet, “District has been working with its third party vendor for bond program management and construction management services to collect documents in order to complete the District’s project files. District staff has been updating the Board on a monthly basis regarding the status of the request for documents from its third party vendor. On May 29, 2018, the Governing Board voted to terminate the program management services for both Measure J and I”.

The Board had brief dialogue on this agenda item.

**MOTION #01-31 by Member Andrés Quintero to modify the agenda item to read, “The district has demanded and is working with the third party vendor for bond program management and construction management services .....”. MOTION #01-31 was seconded by Vice-President Karen Martinez.**

Dr. Donald Zimring explained the modification and the process.

**13. CONSENT CALENDAR** *(continued)*

**13.13 Approve the Certification of Correction for the 2016-17 Audit Report**

*MOTION #01-31 failed with a vote of 2 in favor (Vice-President Karen Martinez and Member Andrés Quintero); 2 in opposition (President Esau Ruiz Herrera and Clerk Dolores Marquez-Frausto); 1 absent (Member Khanh Tran); and no abstention.*

**MOTION #01-32 by President Esau Ruiz Herrera to accept and approve the Certification of Correction for the 2016-17 Audit Report as presented. MOTION #01-32 was seconded by Clerk Dolores Marquez-Frausto.**

Board Comments: Andrés Quintero and Esau Ruiz Herrera.

*MOTION #01-32 failed with a vote of 2 in favor (President Esau Ruiz Herrera and Clerk Dolores Marquez-Frausto); 2 in opposition (Member Andrés Quintero and Vice-President Karen Martinez); 1 absent (Member Khanh Tran); and no abstention.*

**14. FUTURE BOARD AGENDA REQUESTS**

**14.01 Requests from Board of Trustee and/or from the Public**

Requests:

- 1) Ray Mueller – Community member, asked to see a report from administration on what services Voler Strategic Advisors, our public relations firm, does for the district for the money we pay them. In light of the Citizen's Oversight Committee and not being able to remain a full committee, it would seem that Voler Strategic Advisors would be promoting this—he has not seen anything promoted thus far!
- 2) Vice-President Karen Martinez asked that she hoped that administration had made notation of the agenda items for future board meetings.

**15. ADJOURNMENT**

**15.01 President Adjourns the Meeting**

President Esau Ruiz Herrera adjourned the meeting at 10:12 p.m.

Respectfully submitted,

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Dolores Marquez-Frausto  
Board Clerk



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San Jose, CA 95127

13.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

Subject: **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:

The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:

Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

Prepared by: Maria Martinez MM Title: Procurement Manager

Approved by: Kolvira Chheng KC Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

13.02

Agenda Placement

Meeting: August 9, 2018

Special Board Meeting

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**Alum Rock Union Elementary School District**  
**August 9, 2018 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

<b><u>DEPARTMENT</u></b>	<b><u>DATE OF SERVICE</u></b>	<b><u>CONSULTANT NAME</u></b>	<b><u>COST &amp; FUNDING</u></b>	<b><u>PURPOSE</u></b>
Cureton School Le Tran	09/24/18- 04/12/19	The Audacity Performing Arts Project	\$5,000.00	Production of two afterschool musicals Funding: General
George School Tara Bickford	09/11/18- 04/05/19	The Audacity Performing Arts Project	\$10,000.00	Two directors will be provided to run and organize auditions and rehearsals to prepare students for two musicals Funding: General/Restricted
Academic Services Rene Sanchez	08/09/18- 07/30/19	Optimal Solutions Consulting	\$10,000.00	Develop a rubric for gathering data input about district accomplishments and benefits of partnerships Funding: General
Academic Services Rene Sanchez	07/15/18- 06/30/19	Santa Clara County Office of Education	\$2,430.00	Contract Increase C1819069 Original contract amount \$15,000.00 New contract amount \$17,430.00 Increase due to additional professional development trainings Funding: General
Business Services Kolvira Chheng	07/01/18- 06/30/19	Crowe Horwath, LLP.	\$95,000.00	General Yearly Audit, GASB 34 Audit and Measure J Audit of Financial Statements and Performance Audit Funding: General
Business Services Kolvira Chheng	07/01/18- 06/30/19	David Taussig & Associates	\$2,000.00	Parcel tax, special tax, or special assessment services Funding: General
Human Resources Carlos Moran	07/01/18- 06/30/19	School Services of California	\$25,000.00	Master Contract for various district services Funding: General
Early Learning Center Dr. Dianna Ballesteros	07/01/18- 06/30/19	New Teacher Center	No Cost	To enhance the classroom practice of ARUSD transitional Kindergarten teachers to improve student outcomes and support the evolution of Early Learning systems and structures in the district Funding: N/A

**Alum Rock Union Elementary School District**  
**August 9, 2018 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

Maintenance Daniel Flores	07/01/18- 06/30/19	Harry L. Murphy, Inc.	\$44,000.00	Provide emergency floor repairs and/or replacement as needed district-wide Funding: Restricted
Maintenance Daniel Flores	10/01/18- 06/30/18	Khai Heating & Air Conditioning	\$29,360.00	Contract Increase C1718293 Original contract amount \$44,000.00 new contract amount \$73,360.00 at additional services required Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	O'Connor Pest Control	\$20,000.00	Fumigation services including necessary treatment of all ARUSD buildings , interior and exterior to be treated with all natural EPA exempt IC3 products Funding: Restricted
Maintenance Daniel Flores	05/13/16- 06/30/19	RFC Wireless, Inc.	\$5,310.00	Contract Increase C1819076 Original contract amount \$38,232.00 new contract amount \$43,542.00 increase due to additional equipment and services Funding: General
Special Education Jean Gallagher	08/14/18- 06/30/19	Rockstar Recruiting LLC. dba: Staff Rehab	\$65,000.00	Behavior Services for students with disabilities requiring social emotional support per their IEP Funding: Sp Ed
State & Federal Sandra Garcia	07/01/18- 06/30/19	Language People, Inc.	\$15,000.00	Provide additional Interpretation and translation services to increase parent involvement Funding: General
Student Services Norma Flores	07/13/18- 06/30/19	East Side Union High School District (ESUHSD)	\$41,000.00	SLS Coordinator at Ocala M.S. services include prevention and intervention in strengthening families & children projects Funding: Restricted

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

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Student Services Norma Flores	08/21/18- 06/30/19	Project Cornerstone – YMCA	\$10,000.00	Master Contract: Workshops/Engagement programs for staff, parents and students on various topics including bullying prevention Funding: General
Student Services Norma Flores	08/15/18- 08/15/18	SEEDS Community Resolution Center	\$2,800.00	Restorative justice training for administrator, school staff and students Funding: General
Student Services Norma Flores	08/21/18- 06/30/21	Sports For Learning	\$29,700.00 Per School	Master Contract: Soccer program designed to reduce disciplinary issues and increase school attendance program to begin with Chavez E.S. & Mathson M.S. Open to all schools Funding: Various
Technology Avtar Gill	08/01/18- 10/01/18	Intervision Systems, LLC.	\$8,000.00	Installation & integration of new hard drives used for District's data storage including staff's virtual machines. Funding: General
Technology Avtar Gill		eRate 360 Solutions, LLC.	\$12,000.00	Filing all necessary forms to receive E-Rate funding, as well as responding to all reviews before and after funding Funding: General





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

JUL 31 AM 9:44

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: Horace Cureton Elementary (School/Dept.) VENDOR NO. \_\_\_\_\_  
PROGRAM MANAGER: Le Tran

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: The Audacity Performing Arts Project  
Address: 979 Bucknam Avenue City: Campbell State: CA Zip: 95008  
Phone: 408 348-4026 Email Address: \_\_\_\_\_  
SSN: \_\_\_\_\_ or Fed I.D. #: 46-1444034

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 24, 2018 end date April 12, 2019  
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Producing two afterschool Musicals.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X b. **Other:** \$5,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	010	1190 0	5815	\$5000.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
JUL 31 AM 9:45

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Joseph George Middle School (School/Dept.) VENDOR NO. \_\_\_\_\_  
 PROGRAM MANAGER: Tara Bickford

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: The Audacity Performing Arts Project  
 Address: 979 Bucknam Avenue City: Campbell State: CA Zip: 95008  
 Phone: (408) 348-4026 Email Address: \_\_\_\_\_  
 SSN: \_\_\_\_\_ or Fed I.D. #: 46-1444034

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 11, 2018 end date April 5, 2019

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Producing two afterschool Musicals.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X b. **Other:** \$ 10,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	250	5000 0	5815	\$5000.00	LCAP	
06	250	1190 0	5815	\$5000.00	Title I	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 31 PM 2:13

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: Academic Services (School/Dept.) VENDOR NO. \_\_\_\_\_  
PROGRAM MANAGER: Rene Sanchez

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Optimal Solutions Consulting  
Address: 3824 Vienna Drive City: Aptos State: CA Zip: 95003  
Phone: (831) 594-1498 Email Address: nicole@opti-solutions.com  
SSN: \_\_\_\_\_ or Fed I.D. #: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 9, 2018 end date July 30, 2019  
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Develop a rubric for gathering data input about district accomplishments and benefits of partnerships.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☒ b. **Other:** \$ 10,000 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	305	1140	5815	10,000		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 27 PM 3:26

## PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. \_\_\_\_\_ Contract No. C1819069 Contract Original Amount: \$15,000.00  
Vendor Name: Santa Clara County Office of Ed. Vendor No. 10547

Please check:

☐ Cancel P.O. / Contract  
☐ Change Item No.: \_\_\_\_\_  
☐ Increase Amount Line Item No.: \_\_\_\_\_  
☐ Decrease Amount Line Item No.: \_\_\_\_\_  
☐ Add Line No.: \_\_\_\_\_  
☐ Delete Line No.: \_\_\_\_\_  
☐ Change org key/object code to: \_\_\_\_\_  
☐ Change Vendor No. to: \_\_\_\_\_  
☐ Add Freight: \$ \_\_\_\_\_  
☐ Add Tax: \_\_\_\_\_ %  
☐ Disencumber  
☐ Change Order No.: \_\_\_\_\_  
☐ Other \_\_\_\_\_

### CONTRACTS ONLY

Change Orders:  
Contracts Original Amount \$ 15,000.00  
Change Order #: \_\_\_\_\_ \$ 2,430.00  
Change Order #: \_\_\_\_\_ \$  
Change Order #: \_\_\_\_\_ \$  
**New Contract Total** \$ 17,430.00  
(including Change Orders)

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
2	03	305	5020/0	5815	\$2,430.00	

Reason for Adjustment: Additional History/Social Science professional development trainings  
on 8/1-8/2/18, 9/5/18 and 10/17/18 in the amount of \$2430.00.

School/Dept.: <u>Academic Services</u>	Requested by: <u>Angela Costa</u>
Approval: <u>[Signature]</u> (for Contracts Only)	Assistant Superintendent of Business Services
	Program Manager
	Purchasing Manager
Date Requested: <u>July 27, 2018</u>	Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of \$15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

## Request for Contracted Services

2018 JUL 32 AM 11: 01

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: 21155

Business Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ MOU (negotiated Agreement)

☐ Exhibit B & C (Fingerprinting and TB Test)

☒ MASTER CONTRACT PARTICIPATION

☒ Scope of Work/Proposal

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Crowe Horwath LLP

Address: 400 Capitol Mall, Suite 1400 City: Sacramento State: CA Zip: 95814

Phone: (916) 441-1000 Fax: (916) 441-1110

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

**CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019

### CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals and other documentation if necessary.)

General Yearly Audit, GASB 34 Audit and Measure J Audit of Financial Statements and Performance Audit.

**COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

   a. Fee Rate: \$ \_\_\_\_\_ per \_\_\_\_\_ Not to Exceed \$95,000 of services.

☒ b. Other: \$ NTE \$95,000

Describe rate agreement or other costs: \_\_\_\_\_

BUDGET CODE: 03 700 7100 0 5812

### APPROVALS:

#### ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Fiscal Services: \_\_\_\_\_ Date: 8/1/18

Asst. Supt., of Business Services: \_\_\_\_\_ Date: 7/31/18

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: Business Services (School/Dept.) VENDOR NO. \_\_\_\_\_

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: David Taussig & Associates

Address: 2250 Hyde Street, 5th Floor City: San Francisco State: CA Zip: 94109

Phone: ( 800 ) 969-4382 Fax: (      )

SSN: \_\_\_\_\_ Fed I.D. #: 33-0171945

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:

Parcel tax, special tax, or special assessment services.

- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

(see attached)

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

     b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.

X c. **Other:** \$1,750.00 (describe rate agreement) plus out of pocket expenses NTE \$250.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	400	7200	5815	\$2,000.00		12 8/1/18

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUL 31 AM 8:11

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: Human Resources (School/Dept.) VENDOR NO. \_\_\_\_\_

PROGRAM MANAGER: Carlos Moran

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: School Services of California

Address: 1121 L Street, Suite 1060 City: Sacramento State: CA Zip: 95814

Phone: (916) 446-7517 Email Address: aliciaa@sscal.com

SSN: \_\_\_\_\_ or Fed I.D. #: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2018 end date June 30, 2019

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Master contract for various district services as needed

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

       a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X b. **Other:** \$ 25,000 (describe rate agreement) as needed

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	600	7700	5815	\$25,000		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**



RECEIVED  
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2010 JUL 31 PM 4:08

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

Early Learning (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☒ **MOU** (negotiated Agreement)  
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**  
☐ Scope of Work/Proposal

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: New Teacher Center

Address: 110 Cooper Street, #500 City: Santa Cruz State: CA Zip: 95060

Phone: (831) 600-2200 Email: \_\_\_\_\_

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

**CONTRACT TERM:** start dates July 1, 2018 end date June 30, 2019

**CONTRACTOR'S OBLIGATION:**

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

To enhance the classroom practice of Alum Rock's Transitional Kindergarten teachers to improve student outcomes and support the evolution of the Early Learning systems and structures in the district.

**COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

     a. Fee Rate: \$ \_\_\_\_\_ per \_\_\_\_\_ Not to Exceed \_\_\_\_\_ of services.

X b. Other: \$ \_\_\_\_\_

Describe other related costs: Grant funded by Morgan Family Foundation.

BUDGET CODE: \_\_\_\_\_

Accountant Initials

Accountant Initials

**APPROVALS:**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: \_\_\_\_\_

Director of Fiscal Services: \_\_\_\_\_ Date: \_\_\_\_\_

Asst. Supt., of Business Services: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Harry L. Murphy

Date: August 9, 2018

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*Summary:*

It is necessary for the District to maintain a contract with a flooring company to respond to emergency floor repairs and replacements as needed.

The District reached out to multiple companies and based on pricing, experience and reliability the District recommends to contract with Harry L. Murphy.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Harry L. Murphy in the amount of \$44,000.00 for fiscal year 2018-19.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 32 AM 10:23

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: MAINTENANCE (School/Dept.) VENDOR NO. 12641

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Harry L. Murphy, Inc.  
Address: 42 Bonaventura Dr City: San Jose State: CA Zip: 95134  
Phone: ( ) Fax: ( )  
SSN: Fed I.D. #:  
Contractor's License: Type: Expiration:

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019  
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:  
Emergency floor repairs district-wide.  
B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Provide emergency floor repairs and/or replacement as needed at various District facilities.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

     b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.

  X   c. **Other:** \$ 44,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	\$44,000.00		


6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.  
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, Director of Maintenance, Operation & Transportation 

Re: Contract Adjustment- Khai Heating & Air Conditioning

Date: August 9, 2018

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*Summary:*

On December 14, 2017 the Board approved the contract for Khai Heating & Air Conditioning (C1718293) for \$44,000.00. Due to an unexpected surge of system malfunctioning, it was necessary to increase the scope of services for Khai in order keep the District systems in operation.

*Recommendation:*

Staff recommends that the Board of Trustees approve the increase for C1718293 in the amount of \$29,360.00 for a total expenditure of \$73,360.00 for the 2017-2018 Fiscal Year.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED

2018 JUL 32 AM 10: 20

## PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. \_\_\_\_\_ Contract No. C1718293 Contract Original Amount: \$ 44,000.00

Vendor Name: KHAI Q. TRAN Vendor No. 21763

Please check:

- ☐ Cancel P.O. / Contract  
☐ Change Item No.: \_\_\_\_\_  
☒ 1 Increase Amount Line Item No.: \_\_\_\_\_  
☐ Decrease Amount Line Item No.: \_\_\_\_\_  
☐ Add Line No.: \_\_\_\_\_  
☐ Delete Line No.: \_\_\_\_\_  
☐ Change org key/object code to: \_\_\_\_\_  
☐ Change Vendor No. to: \_\_\_\_\_  
☐ Add Freight: \$ \_\_\_\_\_  
☐ Add Tax: \_\_\_\_\_ %  
☐ Disencumber  
☐ Change Order No.: \_\_\_\_\_  
☐ Other \_\_\_\_\_

### CONTRACTS ONLY

Change Orders:

Contracts Original Amount	\$ <u>44,000.00</u>
Change Order #: <u>1</u>	\$ <u>29,360.00</u>
Change Order #: _____	\$ _____
Change Order #: _____	\$ _____
<b>New Contract Total</b> (including Change Orders)	\$ _____

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
1	05	450	81300	<del>5815</del>	29,360.00	<i>[Signature]</i> 7/27/18
				5650		

Reason for Adjustment: Please increase C1718293 by \$29,360.00 in order to pay outstanding invoices.  
During the 17-18 FY Khai's services were used more frequently due to quick responsiveness during  
emergencies.

School/Dept.: _____	Requested by: _____
Approval: <i>[Signature]</i> (for Contracts Only)	Assistant Superintendent of Business Services
<i>[Signature]</i>	Program Manager
	Purchasing Manager
Date Requested: _____	Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of \$15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, Director of Maintenance, Operation & Transportation

K

Re: Contract Approval- O'Connor Pest Control

Date: August 9, 2018

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## *Summary:*

The District has experienced a multitude of issues concerning pests, thus it is necessary for the District to maintain a contract with a company that can provide the services as needed. This would provide treatment to all kitchens and cafeterias district-wide as well as on call services throughout the year.

We have reached out to multiple companies and based on pricing, availability and experience the District recommends to contract with O'Connor Pest Control.

## *Recommendation:*

Staff recommends that the Board of Trustees approve the contract with O'Connor Pest Control in the amount of \$20,000 for fiscal year 2018-19.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASE

2018 JUL 32 AM 10:21

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: MAINTENANCE (School/Dept.) VENDOR NO. 22705

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: OConnor Pest Control

Address: 101 Cuyama Lane City: Nipomo State: CA Zip: 93444

Phone: ( 800 ) 318-1340 Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:

Fumigation services.

- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

22-24 schools, includes the treatment of all classrooms, janitor closets, kitchens, cafeterias and all common areas interior and exterior to be treated with all natural EPA exempt IC3 products.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

     b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.

  X   c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	\$20,000.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

PURCHASE ORDER / CONTRACT ADJUSTMENT 2018 JUL 31 PM 2:32

P.O. No. \_\_\_\_\_ Contract No. C1819076 Contract Original Amount: \$ 38,232.00

Vendor Name: RFC WIRELESS, INC. Vendor No. 17842

Please check:

- ☐ Cancel P.O. / Contract
- ☐ Change Item No.: \_\_\_\_\_
- ☒ 1 Increase Amount Line Item No.: \_\_\_\_\_
- ☐ Decrease Amount Line Item No.: \_\_\_\_\_
- ☐ Add Line No.: \_\_\_\_\_
- ☐ Delete Line No.: \_\_\_\_\_
- ☐ Change org key/object code to: \_\_\_\_\_
- ☐ Change Vendor No. to: \_\_\_\_\_
- ☐ Add Freight: \$ \_\_\_\_\_
- ☐ Add Tax: \_\_\_\_\_%
- ☐ Disencumber
- ☐ Change Order No.: \_\_\_\_\_
- ☐ Other \_\_\_\_\_

## CONTRACTS ONLY

Change Orders:

Contracts Original Amount \$ 38,232.00

Change Order #: 1 \$ 5,310.00

Change Order #: \_\_\_\_\_ \$ \_\_\_\_\_

Change Order #: \_\_\_\_\_ \$ \_\_\_\_\_

**New Contract Total** \$ 43,542.00  
(including Change Orders)

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
1	03	450	812100	5815	5,310.00	<i>[Signature]</i> 7/30/18

Reason for Adjustment: Contract adjustment to cover the additional equipment and services.

Increase C1819076 in the amount of \$5,310.00 for a total expenditure of \$43, 852.00. 2018-2019 FY.

Board approved on 10/12/2017. Please see attached contract increase memo for reference.

Thank you.

School/Dept.: <u>MOT</u>	Requested by: <u>Gloria Fernandez</u>
Approval: _____ (for Contracts Only) <i>[Signature]</i>	Assistant Superintendent of Business Services
	Program Manager
	Purchasing Manager
Date Requested: _____	Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of \$15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUL 31 PM 2:14

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Special Education (School/Dept.)

VENDOR NO. \_\_\_\_\_

PROGRAM MANAGER: \_\_\_\_\_

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Rockstar Recruiting LLC. DBA Staff Rehab

Address: 5000 Birch Street #3000 West Tower City: Newport Beach State: CA Zip: 92660

Phone: (888) 835-0894

Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_ or Fed I.D. #: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 8/14/18 end date 6/30/19
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Behavior Services for students with disabilities requiring social emotional support per their Individualized Education Plan (IEP)

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

☒ a. **Fee Rate:** \$ 50.00/hour per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☐ b. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
08	380	6512-0	5815	65,000		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 31 AM 8:32

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: State and Federal Programs (School/Dept.)

VENDOR NO. 18638

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Language People, Inc.

Address: 38750 Sky Canyon Dr., Ste. C City: Murrieta State: CA Zip: 92563

Phone: (707) 538-8900 Fax: (707) 324-8811

SSN: \_\_\_\_\_ Fed I.D. #: 800-00-1672

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. One line description for Governing Board Report:  
Additional Interpretation and Translation services to increase parent involvement.
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary: Language People, Inc., will provide additional Interpretation and Translation services on "as needed" basis to support/increase parent involvement in Alum Rock Union School District.
4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)
- a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.
- X   c. **Other:** \$15,000.00 (describe rate agreement) \_\_\_\_\_
5. **BUDGET CODE:**
- | FUND | DEPARTMENT | PROG/COUNTER | OBJECT | \$ AMOUNT   | PROG. TITLE | BUS OFC |
|------|------------|--------------|--------|-------------|-------------|---------|
| 03   | 360        | 5420         | 5815   | \$15,000.00 | LCAP        |         |
|      |            |              |        |             |             |         |
|      |            |              |        |             |             |         |
6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

Student Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☒ **MOU** (negotiated Agreement)  
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**  
☐ Scope of Work/Proposal

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: East Side Union High School District (ESUHD)

Address: 830 N. Capitol Ave City: San Jose State: CA Zip: 95133

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

**CONTRACT TERM:** start dates July 13, 2018 end date June 30, 2019

### CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Alum Rock will invoice ESUHD for SLS Coordinator at Ocala Middle School for half of coordinator's wages of \$82,000.00 and a budget of \$23,500.00 for expense of services, materials and supplies.

**COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

     a. **Fee Rate:** \$ \_\_\_\_\_ per \_\_\_\_\_ Not to Exceed \_\_\_\_\_ of services.

X b. **Other:** \$ \$65,000.00 will be reimbursed to ARUSD from ESUHD

Describe other related costs: ARUSD will pay for second half of wages \$41,000.00.

**BUDGET CODE:** 06-340-9112R-1295

Accountant Initials \_\_\_\_\_

Accountant Initials \_\_\_\_\_

### APPROVALS:

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**

Site/Department Administrator: [Signature] Date: 7/25/18

Director of Fiscal Services: \_\_\_\_\_ Date: \_\_\_\_\_

Asst. Supt., of Business Services: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: Student Services (School/Dept.) VENDOR NO. \_\_\_\_\_

PROGRAM MANAGER: Norma Flores

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Project Cornerstone-YMCA

Address: 80 Saratoga Ave. City: Santa Clara State: CA Zip: 95051

Phone: (408)351-6482 Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_ or Fed I.D. #: 94-1156318

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date August 21, 2018 end date June 30, 2019

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Master Contract: Workshops/Engagement programs for staff, parents and students on various topics including bullying prevention. Open to all schools desiring to participate.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

\_\_\_\_\_ a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☒ b. **Other:** \$ 10,000.00 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	340	5210	5815	10,000.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 31 AM 7

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Student Services (School/Dept.) VENDOR NO. \_\_\_\_\_  
 PROGRAM MANAGER: Norma Flores

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2830 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: SEEDS Community Resolution Center  
 Address: 2530 San Pablo Ave. Suite A City: Berkeley State: CA Zip: 94702  
 Phone: 510-548-2377 Email Address: \_\_\_\_\_  
 SSN: \_\_\_\_\_ or Fed I.D. #: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 15, 2018 end date August 15, 2018  
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

SEEDS shall provide a 3 hour Introduction to Restorative Justice training designed for  
Elementary teachers who are interested in implementing restorative practices in their  
classrooms. Training will take place at District Office.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☒ b. **Other:** \$2,800.00 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	305	5020	5815	\$2,800.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 31 AM 8:30

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Student Services (School/Dept.) VENDOR NO. 22654  
 PROGRAM MANAGER: Norma Flores

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Sports for Learning  
 Address: 350 E. Pacific Coast HWY #11 City: Long Beach State: CA Zip: 90804  
 Phone: 608-698-8688 Email Address: shane@sportsforlearning.com  
 SSN: \_\_\_\_\_ or Fed I.D. #: 26-4615732

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 21, 2018 end date June 30, 2021  
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Multi-Year Master Contract Agreement: CO-ED STEM & Soccer program designed to  
reduce disciplinary issues & increase school attendance. 18-19 school year will start with  
Chavez and Mathson students. Open to all schools desiring to participate.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

\_\_\_\_\_ a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☒ b. **Other:** \$ 29,700.00 (describe rate agreement) Per School

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
	Master	Contract				

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUL 27 PM 2:55

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: ITSS (School/Dept.) VENDOR NO. \_\_\_\_\_  
 PROGRAM MANAGER: Avtar Gill

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Intervision Systems LLC  
 Address: 2270 Martin Ave City: Santa Clara State: CA Zip: 95050  
 Phone: ( 800 ) 787 - 6707 Email Address: \_\_\_\_\_  
 SSN: \_\_\_\_\_ or Fed I.D. #: 81-2370820

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 8-1-2018 end date 10-1-2018  
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Installation/Integration of new hard drives to be used for District's data storage, including staff's virtual machines. (FAS8200 installation & integration into current cluster w/o swing gear.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

  X   b. **Other:** \$8,000 (describe rate agreement) Flat rate for whole project.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	460	7900W	5815	\$8,000	Contract	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: ITSS (School/Dept.)

VENDOR NO. 22391

PROGRAM MANAGER: Avtar Gill

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: eRate 360 Solutions, LLC

Address: 903 Swift Bear Street City: Henderson State: NV Zip: 89002

Phone: (888) 535-7771 Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_ or Fed I.D. #: 26-2256040

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 8-10-2018 end date 6-30-2019

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Filing all forms to receive E-Rate funding including but not limited to forms 470, 471, 486, 500, 472, 474 as well as responding to all reviews before and after funding.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X b. **Other:** \$ 12,000 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	460	7900W	5815	12,000		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

13.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

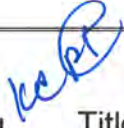
To the Board of Trustees:

Date: July 30, 2018

**Subject:**                **Approval of Fundraising Activities**

**Staff Analysis:**        The District has received fundraising requests as summarized on the attached sheets dated August 9, 2018.

**Recommendation:** Staff recommends approval of these fundraising event requests.

Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting:        August 9, 2018  
                     Regular Board Meeting

**Recommend Approval**

13.03  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



**APPROVAL OF FUNDRAISING ACTIVITY**

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<b><u>SCHOOL</u></b>	<b><u>FUNDRAISING ACTIVITY</u></b>	<b><u>ACTIVITY SPONSOR</u></b>	<b><u>DATE</u></b>
Adelante Academy	PTA Talent Show Sales	PTA	03/15/19-03/15/19
Adelante Academy	Movie Night Sales	PTA	09/28/18-09/28/18
Adelante Academy	Movie Night Sales	PTA	11/02/18-11/02/18
Dorsa Elementary	Family Fun Nights' Sales	PTA	10/05/18-04/05/19
Dorsa Elementary	Back to School Night Social	PTA	09/07/18-09/07/18
Dorsa Elementary	Turkey Trot/Walk-a-Thon Sales	PTA	11/28/18-11/28/18
Dorsa Elementary	Chocolate Sales	PTA	09/24/18-10/17/18
Dorsa Elementary	Book Fair Sales	PTA	09/17/18-09/21/18
Hubbard Elementary	Contributions to the ASB Account	ASB	08/22/18-06/14/19
Meyer Elementary	Book Fair Sales	PTA	09/10/18-09/10/18
Meyer Elementary	Book Fair Sales	PTA	04/08/19-04/08/19
Sheppard Middle	Yearbook Sales	ASB	10/01/18-06/14/19
Sheppard Middle	Book Fair Sales	ASB	03/01/19-03/07/19
Sheppard Middle	PE Sales	ASB	08/21/18-06/11/19
Sheppard Middle	Contributions to the ASB Account	ASB	08/22/18-06/14/19
Sheppard Middle	Spirit Tees' Sales	ASB	08/21/18-06/11/19

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

13.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

July 30, 2018

**Subject:** Vendor & Payroll Warrants-JUNE

**Staff Analysis:** Summary of Vendor and Payroll Warrants issued during June month of Fiscal Year 2017/2018.

Total of vendor warrants	\$	6,584,586.84
Total of payroll warrants	\$	5,557,072.29
<b>Total</b>	<b>\$</b>	<b>12,141,659.13</b>

**Recommendation:** Staff recommends approval of the Vendor & Payroll Warrants for the month of June 2018.

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

13.04  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**June 2018**

**VENDOR WARRANTS**

**AMOUNT**

General Fund (Incl Payroll A/P)	\$4,580,413.41
Cafeteria Fund	\$347,811.76
Deferred Maintenance Fund	\$0.00
Building Fund	\$80,256.46
Capital Facilities Fund	\$1,205.12
County School Facility Fund	\$0.00
Special Reserve for Capital Outlay Fund	\$0.00
Health and Welfare	\$1,436,005.25
Worker's Comp	\$900.79
<b>Subtotal</b>	<b><u>\$6,446,592.79</u></b>
Student Body Fund	\$137,994.05
<b>Total Vendor Warrants</b>	<b><u>\$6,584,586.84</u></b>

**PAYROLL WARRANTS**

10th of the month	\$601,928.69
EOM Payroll	\$1,600,441.57
AREA Teacher Payroll	\$3,358,867.18
Manual Checks	\$2,479.65
Void Checks	(\$6,644.80)
<b>Total Payroll Warrants</b>	<b><u>\$5,557,072.29</u></b>
<b>Grand Total All Warrants</b>	<b><u>\$12,141,659.13</u></b>

AP Warrants used #141549 - 142328  
AP Direct Deposit Stub Used #V1010241 - V1010251  
Payroll Direct Deposit Pay Stub used # V60283178 -  
V60284813

Payroll Checks used #10119712 - 10119930

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

13.05

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

July 30, 2018

**Subject:** Vendor & Payroll Warrants-JULY

**Staff Analysis:** Summary of Vendor and Payroll Warrants issued during July month of Fiscal Year 2017/2018.

Total of vendor warrants	\$	6,278,258.44
Total of payroll warrants	\$	1,434,819.81
<b>Total</b>	<b>\$</b>	<b>7,713,078.25</b>

**Recommendation:** Staff recommends approval of the Vendor & Payroll Warrants for the month of July 2018.

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 9, 2018  
Regular Board Meeting

**Recommend Approval**

13.05  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



**July 2018**

**VENDOR WARRANTS**

**AMOUNT**

General Fund (Incl Payroll A/P)	\$4,658,939.58
Cafeteria Fund	\$132,965.03
Deferred Maintenance Fund	\$0.00
Building Fund	\$43,915.37
Capital Facilities Fund	\$0.00
County School Facility Fund	\$0.00
Special Reserve for Capital Outlay Fund	\$0.00
Health and Welfare	\$1,426,645.09
Worker's Comp	\$229.83
<b>Subtotal</b>	<b><u>\$6,262,694.90</u></b>
Student Body Fund	\$15,563.54
<b>Total Vendor Warrants</b>	<b><u><u>\$6,278,258.44</u></u></b>

**PAYROLL WARRANTS**

10th of the month	\$447,376.20
EOM Payroll	\$986,707.06
AREA Teacher Payroll	\$0.00
Manual Checks	\$736.55
Void Checks	\$0.00
<b>Total Payroll Warrants</b>	<b><u><u>\$1,434,819.81</u></u></b>
<b>Grand Total All Warrants</b>	<b><u><u>\$7,713,078.25</u></u></b>

	From	To
AP Warrants used #	142330	- 142715
AP Direct Deposit Stub Used #	V1010252	- V1010827
Payroll Direct Deposit Pay Stub used #	V60284814	- V60285540
Payroll Checks used #	10119931	- 10120026

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San José, CA 95127

1306

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 30, 2018

**Subject:** **Multi-Function Copiers, Related Products, and Services  
Piggyback for Office Equipment and Related Technology and Services Contract #A77-2013  
through Shasta Union High School District**

**Staff Analysis:** California Public Contract Code (PCC) 20018 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and award of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.

ARUSD issued a copier equipment and maintenance bid in the 2012/13 school year and granted Ray Morgan Company a 3 year contract with a 2 year extension which ended June 30, 2018. In order to continue to support District needs of multi-function copiers, related products, and services, the District is requesting approval to piggyback on contract #A77-2013 issued through Shasta Union High School District. This contract was awarded to Ray Morgan Company (RMC) in 2013 and granted a two year extension through July 2020. Ray Morgan Company has demonstrated to be an excellent partner and service provider in the five years we have worked with them. Currently the District has multiple multi-function copiers that are supported by RMC, and that are due for renewal and or replacement. Because of RMC's reliability, great service, and cost savings, the District would like to continue with this partnership.

**Recommendation:** Staff recommends the Board of Trustees approve the use of the above mentioned piggyback contract and any applicable extensions through Shasta Union High School District, and authorizes the District to enter into contract with Ray Morgan Company for the lease/purchase of multi-function copiers, related products, and services.

Full piggyback proposal is available for review in the Purchasing Department.

Submitted by: Maria J. Martinez *mm*

Title: Procurement Manager

Approved by: Kolvira Chheng

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 09, 2018

Recommended Approval

*1306*  
Agenda Placement

*[Signature]*  
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: Purchasing Dept. (School/Dept.) VENDOR NO. \_\_\_\_\_

PROGRAM MANAGER: Maria Martinez

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Ray Morgan Company (RMC)

Address: 7042 A Commerce Circle City: Pleasanton State: CA Zip: 94588 Phone:

( 925 ) 400-4176 Email Address: cpicone@raymorgan.com

SSN: \_\_\_\_\_ or Fed I.D. #: 80-0736182

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 08-10-18 end date 06-30-20

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Piggyback through Shasta Union High S.D. Contract #A77-2013 for the lease and or  
purchase of multi-function copiers, related products, and services.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

b. **Other:** \$ \_\_\_\_\_ (describe rate agreement) cost dependent on type of equipment  
funding may be provided from various sources such as general fund and or categorical.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
		various sources	from sites	or depart's.		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

---

**CATEGORY 1:**

Volume 100-2,500 copies/month

**11 - 20 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Document Feeder

Bypass tray

Minimum of 1 paper tray that holds at least 250 sheets, letter or legal

Reduction and enlargement

---

**CATEGORY 2:**

Volume 2,500-6,500 copies/month

**21-30 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder-50 sheets minimum

Minimum 50 sheet Bypass tray

Minimum of 2 paper trays that hold 500 sheets each.

Reduction and enlargement, minimum 25-400%

Automatic duplexing

Minimum 30 page staple/finisher with electronic sorting

Multiple copies: 1-999

---

**CATEGORY 3:**

Volume 6,500-15,000 copies/month

**31-40 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder-50 sheets minimum

Minimum 50 sheet bypass tray

Minimum of 2 paper trays that hold 500 sheets each.

Reduction and enlargement, minimum 25-400%

Automatic duplexing

Minimum 30 page staple/finisher with electronic sorting

Multiple copies: 1-999

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**CATEGORY 4:**

Volume 15,000-50,000 copies/month

**41-70 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder-50 sheet minimum with job building

Minimum 50 sheet bypass tray

Minimum of 2 paper trays that hold 500 sheets each.

Reduction and enlargement, minimum 25-400%

Automatic duplexing

Minimum 50 page staple/finisher with electronic sorting

**Multiple copies: 1-999**

---

**CATEGORY 5:**

Volume 50,000-100,000 copies/month

**71 - 90 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder 100 sheet minimum with job building



Minimum 50 sheet bypass tray  
Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each  
Reduction and enlargement, minimum 25-400%  
Automatic duplexing  
Minimum 50 page staple/finisher with electronic sorting  
Multiple copies: 1-999

**CATEGORY 6:**

---

Volume 50,000-100,000 copies/month  
**91 - 135 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image  
Continuous copy meter  
Automatic document feeder 100 sheet minimum with job building  
Minimum 50 sheet bypass tray  
Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each  
Reduction and enlargement, minimum 25-400%  
Automatic duplexing  
Minimum 50 page staple/finisher with electronic sorting  
Multiple copies: 1-999

#### COLOR CATEGORY 1:

---

Volume 100-2,500 copies/month

**11 - 20 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Document Feeder

Bypass tray

Minimum of 1 paper tray that holds at least 250 sheets, letter or legal

Reduction and enlargement



#### COLOR CATEGORY 2:

---

Volume 2,500-6,500 copies/month

**21-30 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder-50 sheets minimum

Minimum 50 sheet Bypass tray

Minimum of 2 paper trays that hold 500 sheets each.

Reduction and enlargement, minimum 25-400%

Automatic duplexing

Minimum 30 page staple/finisher with electronic sorting

Multiple copies: 1-999

#### COLOR CATEGORY 3:

---

Volume 6,500-15,000 copies/month

**31-40 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder-50 sheets minimum

Minimum 50 sheet bypass tray

Minimum of 2 paper trays that hold 500 sheets each.

Reduction and enlargement, minimum 25-400%

Automatic duplexing

Minimum 30 page staple/finisher with electronic sorting

Multiple copies: 1-999

#### COLOR CATEGORY 4:

---

Volume 15,000-50,000 copies/month

**41-70 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder-50 sheet minimum with job building

Minimum 50 sheet bypass tray

Minimum of 2 paper trays that hold 500 sheets each.

Reduction and enlargement, minimum 25-400%

Automatic duplexing

Minimum 50 page staple/finisher with electronic sorting

**Multiple copies: 1-999**

#### COLOR CATEGORY 5:

---

Volume 50,000-100,000 copies/month

**71 – 90 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder 100 sheet minimum with job building

Minimum 50 sheet bypass tray

Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each  
Reduction and enlargement, minimum 25-400%  
Automatic duplexing  
Minimum 50 page staple/finisher with electronic sorting  
Multiple copies: 1-999

#### COLOR CATEGORY 6:

Volume 50,000-100,000 copies/month  
**91 - 135 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image  
Continuous copy meter  
Automatic document feeder 100 sheet minimum with job building  
Minimum 50 sheet bypass tray  
Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each  
Reduction and enlargement, minimum 25-400%  
Automatic duplexing  
Minimum 50 page staple/finisher with electronic sorting  
Multiple copies: 1-999

#### Laser Printers

RMC supports vendors like: Canon, Kyocera, and Samsung Laser Printer solutions designed for advanced reliability while reducing the environmental impact and cutting printing costs. These solutions are considered a reliable partner for workgroups that require a high level of functionality, ease-of-use and represents the smart choice for eco-friendly, cost-conscious offices.

RMC provides units designed for tight spaces, entry levels speeds to high paced performance driven units with the long life imaging drum, high yield toner and industry-leading maintenance intervals. Your business can realize significant printing and operating costs that help your company's bottom line by working with. You get your documents quickly with fast warm up and first print times but without sacrificing energy efficiency. Standard networking lets you share and manage the printer efficiently. Standard 2-Sided duplex printing can cut your paper use significantly. You have flexibility for printing new types of documents on heavy or coated paper stocks from up to 5 multiple sized paper sources. Now you can reduce current printing costs and adding new capabilities to your office to do more printing in your office cost effectively and stop paying external suppliers. That adds up to real savings for your bottom line.



We are uniquely qualified to provide the right printing solution for your environment. By working with you to evaluate the answers to these questions, we can provide printing solutions that are optimized for your functional needs, volume, and budget.

When choosing a printer for your business, there are a number of things you need to consider:

- What options that I need are included?
- What is the reliability record of the printer?
- Can I easily manage and troubleshoot the printer?
- How long does it take for the printer to get a first page out?
- What is the total cost of ownership?
- What kind of security tools does it offer?

Manufacture ID	Item Description	Shasta Pricing	36 Month FMV	48 Month FMV	60 Month FMV
<b>8457B003AA CLR - A4 imageRunner ADVANCE C250iF</b>		<b>\$1,613.00</b>	<b>\$49.84</b>	<b>\$41.78</b>	<b>\$35.32</b>
8459B003AA	Cassette Feeding Unit-AH1	\$532.00	\$16.44	\$13.78	\$11.65
8458B003AA	Cassette Feeding Unit-AG1	\$289.00	\$8.93	\$7.49	\$6.33
8460B001AA	FL Cassette-AT1	\$75.00	\$2.32	\$1.94	\$1.64
8461B001AA	Staple Finisher-S1	\$679.00	\$20.98	\$17.59	\$14.87
<b>1406C002AA CLR - A4 imageRunner ADVANCE C255iF</b>		<b>\$1,683.00</b>	<b>\$52.00</b>	<b>\$43.59</b>	<b>\$36.86</b>
1409C002AA	Cassette Module-AE1	\$238.00	\$7.35	\$6.16	\$5.21
9579B003AA	Cassette Feeding Unit-AJ1	\$327.00	\$10.10	\$8.47	\$7.16
9580B003AA	Cassette Feeding Unit-AK1	\$602.00	\$18.60	\$15.59	\$13.18
9581B001AA	FL Cassette-AV1	\$75.00	\$2.32	\$1.94	\$1.64
1410C001AA	Staple Finisher-Z1	\$679.00	\$20.98	\$17.59	\$14.87
4784B001AA	Copy Card Reader-F1	\$236.00	\$7.29	\$6.11	\$5.17
3684B005AA	Copy Card Reader Attachment-B5	\$48.00	\$1.48	\$1.24	\$1.05
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
2212V477	Universal Keyboard Stand-A1	\$188.00	\$5.81	\$4.87	\$4.12
8581B002AA	Universal Send Trace & Smooth PDF Kit-A1	\$274.00	\$8.47	\$7.10	\$6.00
3406B006AA	Universal Send Security Feature Set-D1	\$560.00	\$17.30	\$14.50	\$12.26
1478C002AA	Super G3 2nd Line Fax Board-AT1	\$325.00	\$10.04	\$8.42	\$7.12
1636C001AA	IC Card Reader Attachment-A1	\$92.00	\$2.84	\$2.38	\$2.01
3575B504AA	MiCard PLUS SC	\$213.00	\$6.58	\$5.52	\$4.66
<b>4745B005BA B&amp;W - A4 imageRunner 1730</b>		<b>\$1,495.25</b>	<b>\$46.20</b>	<b>\$38.73</b>	<b>\$32.75</b>
<b>4745B011BA B&amp;W - A4 imageRunner 1730iF</b>		<b>\$1,765.25</b>	<b>\$54.55</b>	<b>\$45.72</b>	<b>\$38.66</b>
6007B001AA	Cabinet Type-E (Small)	\$89.28	\$2.76	\$2.31	\$1.96
6008B001AA	Cabinet Type-F (Large)	\$115.00	\$3.55	\$2.98	\$2.52
4758B001AA	FL Cassette-AP1	\$80.00	\$2.47	\$2.07	\$1.75
4757B001BA	Cassette Module-Y1	\$299.00	\$9.24	\$7.74	\$6.55
4760B001AA	Staple Finisher-H1	\$685.50	\$21.18	\$17.75	\$15.01
4766B001BA	Super G3 Fax Board-AJ1	\$235.25	\$7.27	\$6.09	\$5.15
4762B003AA	PCL Printer Kit-AL1	\$299.69	\$9.26	\$7.76	\$6.56
4763B003AA	PS Printer Kit-AL1	\$379.00	\$11.71	\$9.82	\$8.30
<b>1492C003AA CLR - A3 imageRunner ADVANCE C3530i</b>		<b>\$4,601.00</b>	<b>\$142.17</b>	<b>\$119.17</b>	<b>\$100.76</b>
<b>1493C003AA CLR - A3 imageRunner ADVANCE C3525i</b>		<b>\$3,523.00</b>	<b>\$108.86</b>	<b>\$91.25</b>	<b>\$77.15</b>
1537C002AA	Cassette Feeding Unit-AP1	\$799.00	\$24.69	\$20.69	\$17.50
2384C001AA	Cabinet Type-R	\$92.00	\$2.84	\$2.38	\$2.01
9611B001AA	Inner 2way Tray-J1	\$59.20	\$1.83	\$1.53	\$1.30
1553C001AA	Inner Finisher-K1	\$617.40	\$19.08	\$15.99	\$13.52
1540C001AA	Staple Finisher-AA1	\$1,598.00	\$49.38	\$41.39	\$35.00
1541C001AA	Booklet Finisher-AA1	\$2,590.00	\$80.03	\$67.08	\$56.72
0126C001AA	2/3 Hole Puncher Unit-A1	\$498.00	\$15.39	\$12.90	\$10.91
1542C001AA	Inner Shift Sorter-A1	\$245.00	\$7.57	\$6.35	\$5.37
1538C001AA	FL Cassette- BE1 (replacement for cassette 1)	\$70.00	\$2.16	\$1.81	\$1.53
1539C001AA	FL Cassette- BF1 (replacement for cassette 2,3, and 4)	\$70.00	\$2.16	\$1.81	\$1.53
8815A003AA	Copy Tray-J2	\$26.00	\$0.80	\$0.67	\$0.57
0165C001AA	Utility Tray-B1	\$36.00	\$1.11	\$0.93	\$0.79
0606C001AA	Platen Cover Type W	\$70.00	\$2.16	\$1.81	\$1.53
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02



3684B005AA	Copy Card Reader Attachment-B5	\$48.00	\$1.48	\$1.05
4784B001AA	Copy Card Reader-F1	\$236.00	\$7.29	\$5.17
1337B011AA	Encrypted Secure Print Software-D1	\$260.00	\$8.03	\$5.69
3999B004AA	Barcode Printing Kit-D1	\$469.00	\$14.49	\$10.27
1554C002AA	Super G3 FAX Board-AU1	\$475.00	\$14.68	\$10.40
1555C002AA	Super G3 2nd Line Fax Board-AU1	\$309.00	\$9.55	\$6.77
<b>2834B002BA B&amp;W - A3 imageRunner 2525</b>				
4625B001AA	Cabinet Type-C	\$79.00	\$41.03	\$29.08
2848B001AA	Cassette Feeding Unit-AE1 (2 x 550/L)	\$2.44	\$2.05	\$1.73
2846B001AA	Inner 2Way Tray-G1	\$515.00	\$13.34	\$11.28
2841B001AA	Inner Finisher-B1	\$84.00	\$2.60	\$1.84
2849B001AA	FL Cassette-AJ1 (550/M, Replacement for Cassette 1)	\$688.00	\$21.26	\$15.07
2850B001AA	FL Cassette-AK1 (550/L, Replacement for Cassette 2, 3, 4)	\$70.00	\$2.16	\$1.53
2862B002AA	Color Send Kit-Y1	\$70.00	\$2.16	\$1.53
8065A001AD	Document Tray-J1	\$225.00	\$6.95	\$4.93
2840B002AA	Duplexing Automatic Document Feeder-AB1	\$35.00	\$1.08	\$0.77
2858B002BA	Super G3 Fax Board-AG1	\$325.26	\$10.05	\$7.12
2860B005AA	PCL Printer Kit-AF1	\$215.28	\$6.65	\$4.71
2861B005AA	PS Printer Kit-AF1	\$299.00	\$9.24	\$6.55
		\$335.00	\$10.35	\$7.34
<b>1403C001AA B&amp;W - A3 imageRunner ADVANCE 4525i</b>				
1430C003AA	Single Pass DADF-A1	\$2,380.40	\$73.55	\$52.13
1428C003AA	DADF-AV1	\$1,100.00	\$33.99	\$24.09
0606C001AA	Platen Cover Type W	\$484.12	\$14.96	\$10.60
1420C002AA	High Capacity Cassette Feeding Unit-B1	\$70.00	\$2.16	\$1.53
1419C002AA	Cassette Feeding Unit-AN1 SR	\$1,045.00	\$32.29	\$22.89
2299C001AA	Cabinet Type-Q	\$765.00	\$23.64	\$16.75
0607C002AA	Paper Deck Unit-F1	\$144.00	\$4.45	\$3.15
1421C001AA	FL Cassette-BC1 (replacement for cassette 1)	\$1,350.00	\$41.72	\$29.57
1421C002AA	FL Cassette-BD1 (replacement for cassette 2, 3, 4)	\$70.00	\$2.16	\$1.53
3665B001AB	Envelope Feeder Attachment-D1	\$129.25	\$3.99	\$2.83
1422C001AA	Inner 2Way Tray-L1	\$56.00	\$1.73	\$1.23
1423C002AA	Inner Finisher-J1	\$693.00	\$21.41	\$15.18
1424C002AA	Inner 2/3 Hole Puncher-C1	\$422.35	\$13.05	\$9.25
0613C002AA	Staple Finisher-Y1	\$1,498.54	\$46.30	\$32.82
0614C002AA	Booklet Finisher-Y1	\$2,345.00	\$72.46	\$51.36
1426C001AA	Buffer Pass Unit-N1	\$190.00	\$5.87	\$4.16
0126C001AA	2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$10.75
0165C001AA	Utility Tray-B1	\$36.00	\$1.11	\$0.79
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.02
0166C007AA	Super G3 FAX Board-AS2	\$500.00	\$15.45	\$10.95
0167C007AA	Super G3 2nd Line Fax Board-AS2	\$325.00	\$10.04	\$7.12
0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$636.00	\$19.65	\$13.93

### Maintenance Pricing

Model	Option	Description	Pricing
IR C250iF	Option 1	Cost Per Copy Charge B/W	\$0.0150
		Cost Per Copy Charge Color	\$0.0880
	Option 1	Cost Per Copy Charge B/W	\$0.0150
IR C255iF	Option 1	Cost Per Copy Charge Color	\$0.0880
	Option 1	Cost Per Copy Charge B/W	\$0.0178
IR 1730 / iF	Option 1	Cost Per Copy Charge B/W	\$0.0102

IR C3530i	Option 1	Cost Per Copy Charge Color	\$0.0605
		Cost Per Copy Charge B/W	\$0.0098
		Cost Per Copy Charge Color	\$0.0579
IR 2525	Option 1	Cost Per Copy Charge	\$0.0179
IR 2530	Option 1	Cost Per Copy Charge	\$0.0174
IR 4525i	Option 1	Cost Per Copy Charge	\$0.0110

Manufacture ID	Item Description	Shasta Pricing	36 Month FMV	48 Month FMV	60 Month FMV
9507B001AA	B&W - A4 imageRunner 1435iF	\$783.00	\$24.19	\$20.28	\$17.15
9506B001AA	B&W - A4 imageRunner 1435i	\$652.38	\$20.16	\$16.90	\$14.29
0188C001AA	B&W - A4 imageRunner 1435P	\$652.38	\$20.16	\$16.90	\$14.29
9508B001AA	Cassette Module-AC1	\$196.00	\$6.06	\$5.08	\$4.29
0989C001AA	Cabinet Type-K	\$75.00	\$2.32	\$1.94	\$1.64
9509B001AA	FL Cassette-AW1	\$46.00	\$1.42	\$1.19	\$1.01
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
9510B003AA	PCL Printer Kit-BA1	\$209.00	\$6.46	\$5.41	\$4.58
9511B003AA	PS Printer Kit-BA1	\$347.00	\$10.72	\$8.99	\$7.60
<b>8456B003AA</b>	<b>CLR - A4 imageRunner ADVANCE C350iF</b>	<b>\$1,806.00</b>	<b>\$55.81</b>	<b>\$46.78</b>	<b>\$39.55</b>
<b>0564C002AA</b>	<b>CLR - A4 imageRunner ADVANCE C350P</b>	<b>\$1,595.00</b>	<b>\$49.29</b>	<b>\$41.31</b>	<b>\$34.93</b>
8459B003AA	Cassette Feeding Unit-AH1	\$532.00	\$16.44	\$13.78	\$11.65
8458B003AA	Cassette Feeding Unit-AG1	\$289.00	\$8.93	\$7.49	\$6.33
8460B001AA	FL Cassette-AT1	\$75.00	\$2.32	\$1.94	\$1.64
8461B001AA	Staple Finisher-S1	\$679.00	\$20.98	\$17.59	\$14.87
<b>1405C004AA</b>	<b>CLR - A4 imageRunner ADVANCE C355iF</b>	<b>\$1,995.00</b>	<b>\$61.65</b>	<b>\$51.67</b>	<b>\$43.69</b>
1409C002AA	Cassette Module-AE1	\$238.00	\$7.35	\$6.16	\$5.21
9579B003AA	Cassette Feeding Unit-AJ1	\$327.00	\$10.10	\$8.47	\$7.16
9580B003AA	Cassette Feeding Unit-AK1	\$602.00	\$18.60	\$15.59	\$13.18
9581B001AA	FL Cassette-AV1	\$75.00	\$2.32	\$1.94	\$1.64
1410C001AA	Staple Finisher-Z1	\$679.00	\$20.98	\$17.59	\$14.87
4784B001AA	Copy Card Reader-F1	\$236.00	\$7.29	\$6.11	\$5.17
3684B005AA	Copy Card Reader Attachment-B5	\$48.00	\$1.48	\$1.24	\$1.05
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
2212V477	Universal Keyboard Stand-A1	\$188.00	\$5.81	\$4.87	\$4.12
8581B002AA	Universal Send Trace & Smooth PDF Kit-A1	\$274.00	\$8.47	\$7.10	\$6.00
3406B006AA	Universal Send Security Feature Set-D1	\$560.00	\$17.30	\$14.50	\$12.26
1478C002AA	Super G3 2nd Line Fax Board-AT1	\$325.00	\$10.04	\$8.42	\$7.12
1636C001AA	IC Card Reader Attachment-A1	\$92.00	\$2.84	\$2.38	\$2.01
3575B504AA	MiCard PLUS SC	\$213.00	\$6.58	\$5.52	\$4.66
<b>1404C001AA</b>	<b>B&amp;W - A3 imageRunner ADVANCE 4535i</b>	<b>\$3,248.60</b>	<b>\$100.38</b>	<b>\$84.14</b>	<b>\$71.14</b>
1430C003AA	Single Pass DADF-A1	\$1,100.00	\$33.99	\$28.49	\$24.09
1428C003AA	DADF-AV1	\$484.12	\$14.96	\$12.54	\$10.60
0606C001AA	Platen Cover Type W	\$70.00	\$2.16	\$1.81	\$1.53
1420C002AA	High Capacity Cassette Feeding Unit-B1	\$1,045.00	\$32.29	\$27.07	\$22.89
1419C002AA	Cassette Feeding Unit-AN1 SR	\$765.00	\$23.64	\$19.81	\$16.75
2299C001AA	Cabinet Type-Q	\$144.00	\$4.45	\$3.73	\$3.15
0607C002AA	Paper Deck Unit-F1	\$1,350.00	\$41.72	\$34.97	\$29.57
1421C001AA	FL Cassette-BC1 (replacement for cassette 1)	\$70.00	\$2.16	\$1.81	\$1.53
1421C002AA	FL Cassette-BD1 (replacement for cassette 2, 3, 4)	\$70.00	\$2.16	\$1.81	\$1.53
3665B001AB	Envelope Feeder Attachment-D1	\$129.25	\$3.99	\$3.35	\$2.83

1422C001AA	Inner 2Way Tray-L1	\$56.00	\$1.73	\$1.45	\$1.23
1423C002AA	Inner Finisher-J1	\$693.00	\$21.41	\$17.95	\$15.18
1424C002AA	Inner 2/3 Hole Puncher-C1	\$422.35	\$13.05	\$10.94	\$9.25
0613C002AA	Staple Finisher-Y1	\$1,498.54	\$46.30	\$38.81	\$32.82
0614C002AA	Booklet Finisher-Y1	\$2,345.00	\$72.46	\$60.74	\$51.36
1426C001AA	Buffer Pass Unit-N1	\$190.00	\$5.87	\$4.92	\$4.16
0126C001AA	2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
0165C001AA	Utility Tray-B1	\$36.00	\$1.11	\$0.93	\$0.79
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
0166C007AA	Super G3 FAX Board-AS2	\$500.00	\$15.45	\$12.95	\$10.95
0167C007AA	Super G3 2nd Line Fax Board-AS2	\$325.00	\$10.04	\$8.42	\$7.12
0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$636.00	\$19.65	\$16.47	\$13.93
<b>0605C003BB</b>	<b>CLR - A3 imageRunner ADVANCE C5535i</b>	<b>\$4,757.80</b>	<b>\$147.02</b>	<b>\$123.23</b>	<b>\$104.20</b>
<b>0604C003BB</b>	<b>CLR - A3 imageRunner ADVANCE C5540i</b>	<b>\$5,463.40</b>	<b>\$168.82</b>	<b>\$141.50</b>	<b>\$119.65</b>
0610C002AA	High Capacity Cassette Feeding Unit-A1	\$828.39	\$25.60	\$21.46	\$18.14
0609C002AA	Cassette Feeding Unit-AM1	\$750.25	\$23.18	\$19.43	\$16.43
1770C001AA	Cabinet Type-N	\$180.00	\$5.56	\$4.66	\$3.94
0607C002AA	Paper Deck Unit-F1	\$1,350.00	\$41.72	\$34.97	\$29.57
9611B001AA	Inner 2way Tray-J1	\$58.00	\$1.79	\$1.50	\$1.27
0615C002AA	Inner Finisher-H1	\$693.00	\$21.41	\$17.95	\$15.18
0618C002AA	Inner 2/3 Hole Puncher-B1	\$425.00	\$13.13	\$11.01	\$9.31
0613C002AA	Staple Finisher-Y1	\$1,498.54	\$46.30	\$38.81	\$32.82
0614C002AA	Booklet Finisher-Y1	\$2,345.00	\$72.46	\$60.74	\$51.36
0619C002AA	Buffer Pass Unit-L1	\$189.00	\$5.84	\$4.90	\$4.14
0126C001AA	2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
8815A003AA	Copy Tray-J2	\$26.00	\$0.80	\$0.67	\$0.57
0165C001AA	Utility Tray-B1	\$37.00	\$1.14	\$0.96	\$0.81
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
1348V957	Convenience Stapler-A1	\$165.28	\$5.11	\$4.28	\$3.62
1337B011AA	Encrypted Secure Print Software-D1	\$260.00	\$8.03	\$6.73	\$5.69
0166C007AA	Super G3 FAX Board-AS2	\$499.00	\$15.42	\$12.92	\$10.93
0167C007AA	Super G3 2nd Line Fax Board-AS2	\$317.00	\$9.80	\$8.21	\$6.94
0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$615.00	\$19.00	\$15.93	\$13.47
3575B504AA	MiCard PLUS SC	\$213.00	\$6.58	\$5.52	\$4.66
4164BQ63AA	AA-PRINT MFP V1.5 1L	\$680.00	\$21.01	\$17.61	\$14.89

**Maintenance Pricing**

Model	Option	Description	Pricing
IR 1435IF/1435I/1435P	Option 1	Cost Per Copy Charge	\$0.0178
IR C350P	Option 1	Cost Per Copy Charge B/W	\$0.0130
	Option 1	Cost Per Copy Charge Color	\$0.0840
	Option 1	Cost Per Copy Charge B/W	\$0.0130
IR C350IF	Option 1	Cost Per Copy Charge Color	\$0.0840
	Option 1	Cost Per Copy Charge B/W	\$0.0130
	Option 1	Cost Per Copy Charge Color	\$0.0840
IR C355IF	Option 1	Cost Per Copy Charge	\$0.0090
	Option 1	Cost Per Copy Charge B/W	\$0.0100
	Option 1	Cost Per Copy Charge Color	\$0.0553



Manufacture ID		Item Description	Shasta Pricing	36 Month FMV	48 Month FMV	60 Month FMV
6856B003BA	B&W - A4	imageRunner ADVANCE 400iF	\$2,033.40	\$62.83	\$52.67	\$44.53
6859B003BA	B&W - A4	imageRunner ADVANCE 500iF	\$2,543.00	\$78.58	\$65.86	\$55.69
8765B001AA		Cabinet Type-H	\$88.00	\$2.72	\$2.28	\$1.93
8766B001AB		Cabinet Type-L	\$110.00	\$3.40	\$2.85	\$2.41
6862B001BA		Cassette Module-AA1	\$279.00	\$8.62	\$7.23	\$6.11
6865B001AB		Staple Finisher-R1	\$685.00	\$21.17	\$17.74	\$15.00
6863B001BA		FL Cassette-AS1 (replacement for cassette)	\$68.00	\$2.10	\$1.76	\$1.49
3674B004AA		Direct Print Kit (for PDF/XPS)-H1	\$89.00	\$2.75	\$2.31	\$1.95
1407C001AA	B&W - A3	imageRunner ADVANCE 4545i	\$4,210.10	\$130.09	\$109.04	\$92.20
1408C001AA	B&W - A3	imageRunner ADVANCE 4551i	\$6,169.00	\$190.62	\$159.78	\$135.10
1430C003AA		Single Pass DADF-A1	\$1,100.00	\$33.99	\$28.49	\$24.09
0606C001AA		Platen Cover Type W	\$70.00	\$2.16	\$1.81	\$1.53
1420C002AA		High Capacity Cassette Feeding Unit-B1	\$1,045.00	\$32.29	\$27.07	\$22.89
1419C002AA		Cassette Feeding Unit-AN1 SR	\$765.00	\$23.64	\$19.81	\$16.75
2299C001AA		Cabinet Type-Q	\$144.00	\$4.45	\$3.73	\$3.15
0607C002AA		Paper Deck Unit-F1	\$1,350.00	\$41.72	\$34.97	\$29.57
1421C001AA		FL Cassette-BC1 (replacement for cassette 1)	\$70.00	\$2.16	\$1.81	\$1.53
1421C002AA		FL Cassette-BD1 (replacement for cassette 2, 3, 4)	\$70.00	\$2.16	\$1.81	\$1.53
3665B001AB		Envelope Feeder Attachment-D1	\$129.25	\$3.99	\$3.35	\$2.83
1422C001AA		Inner 2Way Tray-L1	\$56.00	\$1.73	\$1.45	\$1.23
1423C002AA		Inner Finisher-J1	\$693.00	\$21.41	\$17.95	\$15.18
1424C002AA		Inner 2/3 Hole Puncher-C1	\$422.35	\$13.05	\$10.94	\$9.25
0613C002AA		Staple Finisher-Y1	\$1,498.54	\$46.30	\$38.81	\$32.82
0614C002AA		Booklet Finisher-Y1	\$2,345.00	\$72.46	\$60.74	\$51.36
1426C001AA		Buffer Pass Unit-N1	\$190.00	\$5.87	\$4.92	\$4.16
0126C001AA		2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
0165C001AA		Utility Tray-B1	\$36.00	\$1.11	\$0.93	\$0.79
1266V426		USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
0166C007AA		Super G3 FAX Board-AS2	\$500.00	\$15.45	\$12.95	\$10.95
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$325.00	\$10.04	\$8.42	\$7.12
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$636.00	\$19.65	\$16.47	\$13.93
0603C003BB	CLR - A3	imageRunner ADVANCE C5550i	\$7,315.60	\$226.05	\$189.47	\$160.21
0602C003BB	CLR - A3	imageRunner ADVANCE C5560i	\$8,197.60	\$253.31	\$212.32	\$179.53
0610C002AA		High Capacity Cassette Feeding Unit-A1	\$828.39	\$25.60	\$21.46	\$18.14
0609C002AA		Cassette Feeding Unit-AM1	\$750.25	\$23.18	\$19.43	\$16.43
1770C001AA		Cabinet Type-N	\$180.00	\$5.56	\$4.66	\$3.94
0607C002AA		Paper Deck Unit-F1	\$1,350.00	\$41.72	\$34.97	\$29.57
9611B001AA		Inner 2way Tray-J1	\$58.00	\$1.79	\$1.50	\$1.27
0615C002AA		Inner Finisher-H1	\$693.00	\$21.41	\$17.95	\$15.18
0618C002AA		Inner 2/3 Hole Puncher-B1	\$425.00	\$13.13	\$11.01	\$9.31
0613C002AA		Staple Finisher-Y1	\$1,498.54	\$46.30	\$38.81	\$32.82
0614C002AA		Booklet Finisher-Y1	\$2,345.00	\$72.46	\$60.74	\$51.36
0619C002AA		Buffer Pass Unit-L1	\$189.00	\$5.84	\$4.90	\$4.14
0126C001AA		2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
8815A003AA		Copy Tray-J2	\$26.00	\$0.80	\$0.67	\$0.57
0165C001AA		Utility Tray-B1	\$37.00	\$1.14	\$0.96	\$0.81
1266V426		USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
1348V957		Convenience Stapler-A1	\$165.28	\$5.11	\$4.28	\$3.62



## Ray Morgan Company

## Canon Category 4

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1337B011AA	Encrypted Secure Print Software-D1	\$260.00	\$8.03	\$6.73	\$5.69
0166C007AA	Super G3 FAX Board-AS2	\$499.00	\$15.42	\$12.92	\$10.93
0167C007AA	Super G3 2nd Line Fax Board-AS2	\$317.00	\$9.80	\$8.21	\$6.94
0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$615.00	\$19.00	\$15.93	\$13.47
3575B504AA	MiCard PLUS SC	\$213.00	\$6.58	\$5.52	\$4.66
4164BQ63AA	AA-PRINT MFP V1.5 1L	\$680.00	\$21.01	\$17.61	\$14.89
<b>B&amp;W - A3</b>					
0295C002AA	<b>imageRunner ADVANCE 6555i</b>	<b>\$7,866.60</b>	<b>\$243.08</b>	<b>\$203.74</b>	<b>\$172.28</b>
0294C002AA	<b>imageRunner ADVANCE 6565i</b>	<b>\$9,024.23</b>	<b>\$278.85</b>	<b>\$233.73</b>	<b>\$197.63</b>
0162C002AA	Paper Deck Unit-E1	\$1,386.00	\$42.83	\$35.90	\$30.35
0163C002AA	POD Deck Lite-C1	\$2,295.00	\$70.92	\$59.44	\$50.26
0164C002AA	Copy Tray-R2	\$128.00	\$3.96	\$3.32	\$2.80
0124C003AA	Staple Finisher-V2	\$1,733.00	\$53.55	\$44.88	\$37.95
0125C003AA	Booklet Finisher-V2	\$3,061.00	\$94.58	\$79.28	\$67.04
0126C001AA	2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
0104C001AA	Document Insertion Unit-P1	\$1,617.00	\$49.97	\$41.88	\$35.41
0105C002AA	Document Insertion / Folding Unit-J1	\$4,620.00	\$142.76	\$119.66	\$101.18
0165C001AA	Utility Tray-B1	\$35.00	\$1.08	\$0.91	\$0.77
0169C002AA	Upright Control Panel-E2	\$1,040.00	\$32.14	\$26.94	\$22.78
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
1348V957	Convenience Stapler-A1	\$165.28	\$5.11	\$4.28	\$3.62
1337B011AA	Encrypted Secure Print Software-D1	\$260.00	\$8.03	\$6.73	\$5.69
0166C007AA	Super G3 FAX Board-AS2	\$499.00	\$15.42	\$12.92	\$10.93
0167C007AA	Super G3 2nd Line Fax Board-AS2	\$317.00	\$9.80	\$8.21	\$6.94
0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$615.00	\$19.00	\$15.93	\$13.47
<b>CLR - A3</b>					
1191C002AA	<b>imageRunner ADVANCE C7565i</b>	<b>\$12,343.00</b>	<b>\$381.40</b>	<b>\$319.68</b>	<b>\$270.31</b>
1190C002AA	<b>imageRunner ADVANCE C7570i</b>	<b>\$14,548.00</b>	<b>\$449.53</b>	<b>\$376.79</b>	<b>\$318.60</b>
0099C002AA	Staple Finisher-X1 UL	\$3,465.00	\$107.07	\$89.74	\$75.88
0100C002AA	Booklet Finisher-X1	\$5,198.00	\$160.62	\$134.63	\$113.84
0102C002AA	Document Insertion Unit-N1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$3,195.00	\$98.73	\$82.75	\$69.97
0103C001AA	Paper Folding Unit-J1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$7,700.00	\$237.93	\$199.43	\$168.63
2988B001AA	Inner Booklet Trimmer-A1 (for Booklet Finisher-X1)	\$3,465.00	\$107.07	\$89.74	\$75.88
2895B002AA	Puncher Unit-BF1 (for Staple Finisher-X1 and Booklet Finisher-X1)	\$462.00	\$14.28	\$11.97	\$10.12
0124C003AA	Staple Finisher-V2	\$1,700.00	\$52.53	\$44.03	\$37.23
0125C003AA	Booklet Finisher-V2	\$3,061.00	\$94.58	\$79.28	\$67.04
1196C001AA	Document Insertion Unit-Q1 (for Staple Finisher-V2 and Booklet Finisher-V2)	\$1,685.00	\$52.07	\$43.64	\$36.90
1197C002AA	Document Insertion / Folding Unit-K1 (for Staple Finisher-V2 and Booklet Finisher-V2)	\$4,725.00	\$146.00	\$122.38	\$103.48
0126C001AA	2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
0162C002AA	Paper Deck Unit-E1	\$1,386.00	\$42.83	\$35.90	\$30.35
0163C002AA	POD Deck Lite-C1	\$2,255.00	\$69.68	\$58.40	\$49.38
1136C002AA	Multi-drawer Paper Deck-C1	\$5,495.00	\$169.80	\$142.32	\$120.34
0164C002AA	Copy Tray-R2	\$125.00	\$3.86	\$3.24	\$2.74
8930B001AA	Tab Feeding Attachment-F1	\$44.00	\$1.36	\$1.14	\$0.96
8928B001AA	Envelope Feeder Attachment-F1 (additional for main unit cassettes)	\$55.00	\$1.70	\$1.42	\$1.20
8929B001AA	Envelope Feeder Attachment-G1 (for POD Deck Lite-C1)	\$468.00	\$14.46	\$12.12	\$10.25
3111B001AA	Paper Deck Double Feeding Detection Kit-A1 (For Multi-drawer Paper Deck-C1)	\$231.00	\$7.14	\$5.98	\$5.06
0165C001AA	Utility Tray-B1	\$35.00	\$1.08	\$0.91	\$0.77
0169C002AA	Upright Control Panel-E2	\$1,040.00	\$32.14	\$26.94	\$22.78
2212V477	Universal Keyboard Stand-A1	\$188.00	\$5.81	\$4.87	\$4.12
0166C007AA	Super G3 FAX Board-AS2	\$499.00	\$15.42	\$12.92	\$10.93
0167C007AA	Super G3 2nd Line Fax Board-AS2	\$317.00	\$9.80	\$8.21	\$6.94



## Ray Morgan Company

### Canon Category 4

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0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$615.00	\$19.00	\$15.93	\$13.47
1145C001AA	imagePASS-N1	\$3,950.00	\$122.06	\$102.31	\$86.51
0631C005AA	ColorPASS-GX500 V1.1	\$12,000.00	\$370.80	\$310.80	\$262.80
2351B006AA	Fiery Compose	\$935.00	\$28.89	\$24.22	\$20.48
6596A042AA	Fiery Impose	\$2,083.00	\$64.36	\$53.95	\$45.62
6596A043AA	Fiery Impose and Compose	\$2,550.00	\$78.80	\$66.05	\$55.85
<b>5772B009AA</b>	<b>imageRunner ADVANCE C9270 PRO</b>	<b>\$18,517.00</b>	<b>\$572.18</b>	<b>\$479.59</b>	<b>\$405.52</b>
2895B002AA	Puncher Unit-BF1 (for Staple Finisher-X1 and Booklet Finisher-X1)	\$462.00	\$14.28	\$11.97	\$10.12
2988B001AA	Inner Booklet Trimmer-A1 (for Booklet Finisher-X1)	\$3,465.00	\$107.07	\$89.74	\$75.88
3111B001AA	Paper Deck Double Feeding Detection Kit-A1 (For Multi-drawer Paper Deck-C1)	\$231.00	\$7.14	\$5.98	\$5.06
3692B002AB	POD Deck Lite-A1	\$2,300.00	\$71.07	\$59.57	\$50.37
3699B002AB	Multi-drawer Paper Deck-A1	\$5,000.00	\$154.50	\$129.50	\$109.50
3842B006AA	Professional Puncher-C1 (Incl. Integration Unit-B1)	\$9,100.25	\$281.20	\$235.70	\$199.30
3880B002BA	Paper Deck Unit-C1	\$1,400.00	\$43.26	\$36.26	\$30.66
5787B002AA	Staple Finisher-K1	\$3,525.00	\$108.92	\$91.30	\$77.20
5788B002AA	Booklet Finisher-K1	\$4,785.00	\$147.86	\$123.93	\$104.79
3732B009AA	Super G3 FAX Board-AD2	\$466.00	\$14.40	\$12.07	\$10.21
3674B004AA	Direct Print Kit (for PDF/XPS)-H1	\$83.00	\$2.56	\$2.15	\$1.82
5798B003AA	PCL Printer Kit-AS1	\$535.00	\$16.53	\$13.86	\$11.72
5799B005AA	PS Printer Kit-AS1	\$729.00	\$22.53	\$18.88	\$15.97
5595B001AA	Additional Memory Type D (512MB)	\$145.00	\$4.48	\$3.76	\$3.18

#### Maintenance Pricing

Model	Option	Description	Pricing
IR 400iF	Option 1	Cost Per Copy Charge	\$0.0150
IR 500iF	Option 1	Cost Per Copy Charge	\$0.0140
IR 4545i	Option 1	Cost Per Copy Charge	\$0.0088
IR 4551i	Option 1	Cost Per Copy Charge	\$0.0088
IR C5550 / 60	Option 1	Cost Per Copy Charge B/W	\$0.0068
IR C7560i/70i	Option 1	Cost Per Copy Charge Color	\$0.0510
IR 6555i	Option 1	Cost Per Copy Charge B/W	\$0.0068
IR 6565i	Option 1	Cost Per Copy Charge Color	\$0.0510
IR C9270	Option 1	Cost Per Copy Charge	\$0.0079
		Cost Per Copy Charge	\$0.0077
		Cost Per Copy Charge B/W	\$0.0068
		Cost Per Copy Charge Color	\$0.0510

Manufacture ID	Item Description	Shasta Pricing	36 Month FMV	48 Month FMV	60 Month FMV
<b>0293C002AA</b>	<b>B&amp;W - A3</b>				
	imageRunner ADVANCE 6575i	\$10,340.44	\$319.52	\$267.82	\$226.46
0162C002AA	Paper Deck Unit-E1	\$1,386.00	\$42.83	\$35.90	\$30.35
0163C002AA	POD Deck Lite-C1	\$2,295.00	\$70.92	\$59.44	\$50.26
0164C002AA	Copy Tray-R2	\$128.00	\$3.96	\$3.32	\$2.80
0124C003AA	Staple Finisher-V2	\$1,733.00	\$53.55	\$44.88	\$37.95
0125C003AA	Booklet Finisher-V2	\$3,061.00	\$94.58	\$79.28	\$67.04
0126C001AA	2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
0104C001AA	Document Insertion Unit-P1	\$1,617.00	\$49.97	\$41.88	\$35.41
0105C002AA	Document Insertion / Folding Unit-J1	\$4,620.00	\$142.76	\$119.66	\$101.18
0165C001AA	Utility Tray-B1	\$35.00	\$1.08	\$0.91	\$0.77
0169C002AA	Upright Control Panel-E2	\$1,040.00	\$32.14	\$26.94	\$22.78
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
1348V957	Convenience Stapler-A1	\$165.28	\$5.11	\$4.28	\$3.62
1337B011AA	Encrypted Secure Print Software-D1	\$260.00	\$8.03	\$6.73	\$5.69
0166C007AA	Super G3 FAX Board-AS2	\$499.00	\$15.42	\$12.92	\$10.93
0167C007AA	Super G3 2nd Line Fax Board-AS2	\$317.00	\$9.80	\$8.21	\$6.94
0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$615.00	\$19.00	\$15.93	\$13.47
<b>0196C002AA</b>	<b>B&amp;W - A3</b>				
	imageRunner ADVANCE 8585i	\$13,886.25	\$429.09	\$359.65	\$304.11
0124C003AA	Staple Finisher-V2	\$1,733.00	\$53.55	\$44.88	\$37.95
0125C003AA	Booklet Finisher-V2	\$3,061.00	\$94.58	\$79.28	\$67.04
0126C001AA	2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
0099C002AA	Staple Finisher-X1 UL	\$3,300.28	\$101.98	\$85.48	\$72.28
0100C002AA	Booklet Finisher-X1	\$5,198.00	\$160.62	\$134.63	\$113.84
0117C002AA	Staple Finisher-W1 PRO	\$6,400.00	\$197.76	\$165.76	\$140.16
0118C002AA	Booklet Finisher-W1 PRO	\$8,500.00	\$262.65	\$220.15	\$186.15
2988B001AA	Inner Booklet Trimmer-A1 (for Booklet Finisher-X1)	\$3,465.00	\$107.07	\$89.74	\$75.88
2898B001AC	Booklet Trimmer-D1 (for Booklet Finisher-W1 PRO)	\$5,818.00	\$179.78	\$150.69	\$127.41
2895B002AA	Puncher Unit-BF1 (for Staple Finisher-X1 and Booklet Finisher-X1)	\$462.00	\$14.28	\$11.97	\$10.12
5738B002AA	Puncher Unit-BF1 (for Staple Finisher-X1 and Booklet Finisher-X1)	\$520.00	\$16.07	\$13.47	\$11.39
0102C002AA	Document Insertion Unit-N1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$3,080.00	\$95.17	\$79.77	\$67.45
0103C001AA	Paper Folding Unit-J1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$7,700.00	\$237.93	\$199.43	\$168.63
0259C001AA	Loose Leaf 3-Hole Punch A4/LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C002AA	Loose Leaf 5-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C003AA	Velo Bind 11-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C004AA	Plastic Comb 19-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C005AA	Twin Loop 21-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C006AA	Twin Loop 32-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C007AA	Color Coil 44-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0162C002AA	Paper Deck Unit-E1	\$1,386.00	\$42.83	\$35.90	\$30.35
0163C002AA	POD Deck Lite-C1	\$2,255.00	\$69.68	\$58.40	\$49.38
0165C001AA	Utility Tray-B1	\$35.00	\$1.08	\$0.91	\$0.77
0169C002AA	Upright Control Panel-E2	\$1,040.00	\$32.14	\$26.94	\$22.78
1266V426	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
1348V957	Convenience Stapler-A1	\$165.28	\$5.11	\$4.28	\$3.62
1337B011AA	Encrypted Secure Print Software-D1	\$255.00	\$7.88	\$6.60	\$5.58
0166C007AA	Super G3 FAX Board-AS2	\$462.00	\$14.28	\$11.97	\$10.12
0167C007AA	Super G3 2nd Line Fax Board-AS2	\$289.00	\$8.93	\$7.49	\$6.33
0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$578.00	\$17.86	\$14.97	\$12.66



1189C002AA	CLR - A3	imageRunner ADVANCE C7580i	\$21,604.00	\$667.56	\$559.54	\$473.13
0099C002AA		Staple Finisher-X1 UL	\$3,465.00	\$107.07	\$89.74	\$75.88
0100C002AA		Booklet Finisher-X1	\$5,198.00	\$160.62	\$134.63	\$113.84
0102C002AA		Document Insertion Unit-N1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$3,195.00	\$98.73	\$82.75	\$69.97
0103C001AA		Paper Folding Unit-J1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$7,700.00	\$237.93	\$199.43	\$168.63
2988B001AA		Inner Booklet Trimmer-A1 (for Booklet Finisher-X1)	\$3,465.00	\$107.07	\$89.74	\$75.88
2895B002AA		Puncher Unit-BF1 (for Staple Finisher-X1 and Booklet Finisher-X1)	\$462.00	\$14.28	\$11.97	\$10.12
0124C003AA		Staple Finisher-V2	\$1,700.00	\$52.53	\$44.03	\$37.23
0125C003AA		Booklet Finisher-V2	\$3,061.00	\$94.58	\$79.28	\$67.04
1196C001AA		Document Insertion Unit-Q1 (for Staple Finisher-V2 and Booklet Finisher-V2)	\$1,685.00	\$52.07	\$43.64	\$36.90
1197C002AA		Document Insertion / Folding Unit-K1 (for Staple Finisher-V2 and Booklet Finisher-V2)	\$4,725.00	\$146.00	\$122.38	\$103.48
0126C001AA		2/3 Hole Puncher Unit-A1	\$491.00	\$15.17	\$12.72	\$10.75
0162C002AA		Paper Deck Unit-E1	\$1,386.00	\$42.83	\$35.90	\$30.35
0163C002AA		POD Deck Lite-C1	\$2,255.00	\$69.68	\$58.40	\$49.38
1136C002AA		Multi-drawer Paper Deck-C1	\$5,495.00	\$169.80	\$142.32	\$120.34
0164C002AA		Copy Tray-R2	\$125.00	\$3.86	\$3.24	\$2.74
8930B001AA		Tab Feeding Attachment-F1	\$44.00	\$1.36	\$1.14	\$0.96
8928B001AA		Envelope Feeder Attachment-F1 (additional for main unit cassettes)	\$55.00	\$1.70	\$1.42	\$1.20
8929B001AA		Envelope Feeder Attachment-G1 (for POD Deck Lite-C1)	\$468.00	\$14.46	\$12.12	\$10.25
3111B001AA		Paper Deck Double Feeding Detection Kit-A1 (For Multi-drawer Paper Deck-C1)	\$231.00	\$7.14	\$5.98	\$5.06
0165C001AA		Utility Tray-B1	\$35.00	\$1.08	\$0.91	\$0.77
0169C002AA		Upright Control Panel-E2	\$1,040.00	\$32.14	\$26.94	\$22.78
2212V477		Universal Keyboard Stand-A1	\$188.00	\$5.81	\$4.87	\$4.12
0166C007AA		Super G3 FAX Board-AS2	\$499.00	\$15.42	\$12.92	\$10.93
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$317.00	\$9.80	\$8.21	\$6.94
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$615.00	\$19.00	\$15.93	\$13.47
1145C001AA		imagePASS-N1	\$3,950.00	\$122.06	\$102.31	\$86.51
0631C005AA		ColorPASS-GX500 V1.1	\$12,000.00	\$370.80	\$310.80	\$262.80
2351B006AA		Fiery Compose	\$935.00	\$28.89	\$24.22	\$20.48
6596A042AA		Fiery Impose	\$2,083.00	\$64.36	\$53.95	\$45.62
6596A043AA		Fiery Impose and Compose	\$2,550.00	\$78.80	\$66.05	\$55.85
8499B002AA	CLR Production	imagePRESS C850 Series Main Engine Set	\$19,234.00	\$594.33	\$498.16	\$421.22
1133C001AA		imagePRESS C750 Speed License	\$3,622.00	\$111.92	\$93.81	\$79.32
1132C001AA		imagePRESS C850 Speed License	\$12,787.00	\$395.12	\$331.18	\$280.04
0653C002AB		Duplex Reader-K1(INCH/A)	\$2,860.00	\$88.37	\$74.07	\$62.63
0097C001AA		Printer Cover-H1	\$110.00	\$3.40	\$2.85	\$2.41
8078B001AA		Stack Bypass-B1	\$162.00	\$5.01	\$4.20	\$3.55
8079B002AA		Stack Bypass Tray-C2	\$385.00	\$11.90	\$9.97	\$8.43
1228C001AA		Long Sheet Tray-B1	\$1,100.00	\$33.99	\$28.49	\$24.09
1136C005AA		Multi Drawer Paper Deck-C1 Set	\$5,676.00	\$175.39	\$147.01	\$124.30
0163C006AA		POD Deck Lite-C1	\$2,530.00	\$78.18	\$65.53	\$55.41
8928B001AA		Envelope Feeder Attachment-F1 (additional for main unit cassettes)	\$54.00	\$1.67	\$1.40	\$1.18
8929B001AA		Envelope Feeder Attachment-G1 (for POD Deck Lite-C1)	\$458.00	\$14.15	\$11.86	\$10.03
8930B001AA		Tab Feeding Attachment-F1	\$44.00	\$1.36	\$1.14	\$0.96
0117C002AA		Staple Finisher-W1 PRO	\$7,150.00	\$220.94	\$185.19	\$156.59
0118C002AA		Booklet Finisher-W1 PRO	\$9,020.00	\$278.72	\$233.62	\$197.54
8613B002AA		External 2/3H Puncher-C1	\$491.00	\$15.17	\$12.72	\$10.75
0164C002AA		Copy Tray-R2	\$116.00	\$3.58	\$3.00	\$2.54
5738B002AA		Puncher Unit-B51 (for Staple Finisher-W1 PRO or Booklet Finisher-W1 PRO)	\$564.00	\$17.43	\$14.61	\$12.35
5738B003AA		Puncher Unit-BT1(2/F4H)	\$564.00	\$17.43	\$14.61	\$12.35

0652C002AA	Perfect Binder-E1 UL	\$28,050.00	\$866.75	\$726.50	\$614.30
0103C001AA	Paper Folding Unit-J1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$7,700.00	\$237.93	\$199.43	\$168.63
1140C001AA	Booklet Trimmer-F1	\$6,050.00	\$186.95	\$156.70	\$132.50
1140C003AA	2-Knife Trimmer And Conveyor Set	\$25,987.00	\$803.00	\$673.06	\$569.12
0102C006AA	Document Insertion Unit-N1 Set	\$3,245.00	\$100.27	\$84.05	\$71.07
0965C006AA	High Capacity Stacker-H1 Set	\$9,075.00	\$280.42	\$235.04	\$198.74
1638C005AA	PRISMASync Controller iPR C850 series & Control Panel Set	\$7,150.00	\$220.94	\$185.19	\$156.59
1890C019AA	iPR C850 PRISMASync License Activation Set	\$12,750.00	\$393.98	\$330.23	\$279.23
1890C005AA	E-Shredding-G1	\$637.50	\$19.70	\$16.51	\$13.96
1890C009AA	DP Link-G1	\$2,550.00	\$78.80	\$66.05	\$55.85
1890C011AA	Integrity Checker-G1	\$722.50	\$22.33	\$18.71	\$15.82
8514B028AA	iPR Server F200 V1.2 & Control Panel Set	\$16,225.00	\$501.35	\$420.23	\$355.33
8515B028AA	iPR Server G100 V1.2 & Control Panel Set	\$7,150.00	\$220.94	\$185.19	\$156.59
0134B003AA	Removable Hard Disk Drive Kit-B1 (for ColorPASS-GX400)	\$1,073.00	\$33.16	\$27.79	\$23.50
2351B006AA	Fieri Compose	\$935.00	\$28.89	\$24.22	\$20.48
6596A042AA	Fieri Impose	\$2,083.00	\$64.36	\$53.95	\$45.62
6596A043AA	Fieri Impose and Compose	\$2,550.00	\$78.80	\$66.05	\$55.85
7752A029AA	Productivity Package Web Activate	\$6,800.00	\$210.12	\$176.12	\$148.92
1479C007AA	IPR PRINTER KIT-D1 & Control Panel Set	\$5,709.00	\$176.41	\$147.86	\$125.03

### Maintenance Pricing

Model	Option	Description	Pricing
IR 6575i	Option 1	Cost Per Copy Charge	\$0.0069
IR 8585i	Option 1	Cost Per Copy Charge	\$0.0066
IR C9280	Option 1	Cost Per Copy Charge BW	\$0.0068
		Cost Per Copy Charge Color	\$0.0510
IR C7580i	Option 1	Cost Per Copy Charge BW	\$0.0068
		Cost Per Copy Charge Color	\$0.0510
C750/850	Option 1	Cost Per Copy Charge BW	\$0.0098
		Cost Per Copy Charge Color	\$0.0490
C700/800	Option 1	Cost Per Copy Charge BW	\$0.0098
		Cost Per Copy Charge Color	\$0.0490

Manufacture ID	Item Description	Shasta Pricing	36 Month FMV	48 Month FMV	60 Month FMV
0192C002AA	B&W Production				
0197C001AA	imageRunner ADVANCE 8505i/8595i Main Engine	\$11,885.00	\$367.25	\$307.82	\$260.28
0198C001AA	image RUNNER ADVANCE 8505i Speed License	\$9,500.00	\$293.55	\$246.05	\$208.05
0099C002AA	image RUNNER ADVANCE 8595i Speed License	\$4,233.00	\$130.80	\$109.63	\$92.70
0100C002AA	Staple Finisher-X1 UL	\$3,300.28	\$101.98	\$85.48	\$72.28
0117C002AA	Booklet Finisher-X1	\$5,198.00	\$160.62	\$134.63	\$113.84
0118C002AA	Staple Finisher-W1 PRO	\$6,325.60	\$195.46	\$163.83	\$138.53
2988B001AA	Booklet Finisher-W1 PRO	\$8,125.00	\$251.06	\$210.44	\$177.94
2898B001AC	Inner Booklet Trimmer-A1 (for Booklet Finisher-X1)	\$3,465.00	\$107.07	\$89.74	\$75.88
2895B002AA	Booklet Trimmer-D1 (for Booklet Finisher-W1 PRO)	\$5,818.00	\$179.78	\$150.69	\$127.41
5738B002AA	Puncher Unit-BF1 (for Staple Finisher-X1 and Booklet Finisher-X1)	\$445.95	\$13.78	\$11.55	\$9.77
0102C002AA	Puncher Unit-BS1 (for Staple Finisher-W1 PRO or Booklet Finisher-X1 PRO)	\$515.00	\$15.91	\$13.34	\$11.28
0103C001AA	Document Insertion Unit-N1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$3,080.00	\$95.17	\$79.77	\$67.45
0259C001AA	Paper Folding Unit-J1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$7,700.00	\$237.93	\$199.43	\$168.63
0259C002AA	Loose Leaf 3-Hole Punch A4/LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C003AA	Loose Leaf 5-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C004AA	Velo Bind 11-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C005AA	Plastic Comb 19-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C006AA	Twin Loop 21-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C007AA	Twin Loop 32-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0162C002AA	Color Coil 44-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0163C002AA	Paper Deck Unit-E1	\$1,234.80	\$38.16	\$31.98	\$27.04
0165C001AA	POD Deck Lite-C1	\$2,255.00	\$69.68	\$58.40	\$49.38
0169C002AA	Utility Tray-B1	\$34.28	\$1.06	\$0.89	\$0.75
1266V426	Upright Control Panel-E2	\$1,040.00	\$32.14	\$26.94	\$22.78
1348V957	USB Keyboard (Cherry)	\$92.45	\$2.86	\$2.39	\$2.02
1337B011AA	Convenience Stapler-A1	\$165.28	\$5.11	\$4.28	\$3.62
0166C007AA	Encrypted Secure Print Software-D1	\$260.00	\$8.03	\$6.73	\$5.69
0167C007AA	Super G3 FAX Board-AS2	\$462.00	\$14.28	\$11.97	\$10.12
0168C004AA	Super G3 2nd Line Fax Board-AS2	\$289.00	\$8.93	\$7.49	\$6.33
	Super G3 3rd/4th Line Fax Board-AS2	\$578.00	\$17.86	\$14.97	\$12.66
8501B002AA	imagePRESS C65	\$13,120.00	\$405.41	\$339.81	\$287.33
1095B001AA	ADF Access Handle-A1	\$110.00	\$3.40	\$2.85	\$2.41
0653C002AB	Duplex Reader-K1(INCH/A)	\$2,860.00	\$88.37	\$74.07	\$62.63
0097C001AA	Printer Cover-H1	\$110.00	\$3.40	\$2.85	\$2.41
8078B001AA	Stack Bypass-B1	\$165.00	\$5.10	\$4.27	\$3.61
8079B002AA	Stack Bypass Tray-C2	\$385.00	\$11.90	\$9.97	\$8.43
1228C001AA	Long Sheet Tray-B1	\$1,100.00	\$33.99	\$28.49	\$24.09
1136C005AA	Multi Drawer Paper Deck-C1 Set	\$5,676.00	\$175.39	\$147.01	\$124.30
0163C006AA	POD Deck Lite-C1	\$2,530.00	\$78.18	\$65.53	\$55.41
8928B001AA	Envelope Feeder Attachment-F1 (additional for main unit cassettes)	\$55.00	\$1.70	\$1.42	\$1.20
8929B001AA	Envelope Feeder Attachment-G1 (for POD Deck Lite-C1)	\$468.00	\$14.46	\$12.12	\$10.25
8930B001AA	Tab Feeding Attachment-F1	\$44.00	\$1.36	\$1.14	\$0.96
8005B005AA	Staple Finisher-T1	\$1,898.00	\$58.65	\$49.16	\$41.57
8006B005AA	Booklet Finisher-T1	\$3,226.00	\$99.68	\$83.55	\$70.65
0117C002AA	Staple Finisher-W1 PRO	\$7,150.00	\$220.94	\$185.19	\$156.59
0118C002AA	Booklet Finisher-W1 PRO	\$9,020.00	\$278.72	\$233.62	\$197.54
0164C002AA	Copy Tray-R2	\$116.00	\$3.58	\$3.00	\$2.54
5738B002AA	Puncher Unit-BS1 (for Staple Finisher-W1 PRO or Booklet Finisher-W1 PRO)	\$520.00	\$16.07	\$13.47	\$11.39

5738B003AA	Puncher Unit-BT1(2/F4H)	\$520.00	\$16.07	\$13.47	\$11.39
8613B002AA	External 2/3H Puncher-C1	\$491.00	\$15.17	\$12.72	\$10.75
0258C011AA	Multi Function Professional Puncher A1	\$8,250.00	\$254.93	\$213.68	\$180.68
0259C001AA	Loose Leaf 3-Hole Punch A4/LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C002AA	Loose Leaf 5-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C003AA	Velo Bind 11-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C004AA	Plastic Comb 19-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C005AA	Twin Loop 21-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C006AA	Twin Loop 32-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C007AA	Color Coil 44-Hole Punch LTR	\$675.00	\$20.86	\$17.48	\$14.78
0259C016AA	High Durability Color Coil 44-Hole Punch LTR	\$1,540.00	\$47.59	\$39.89	\$33.73
0259C017AA	High Durability Loose Leaf 3-Hole Punch LTR	\$1,375.00	\$42.49	\$35.61	\$30.11
0259C018AA	High Durability Plastic Comb 19-Hole Punch LTR	\$1,650.00	\$50.99	\$42.74	\$36.14
0259C019AA	Crease Die	\$2,090.00	\$64.58	\$54.13	\$45.77
3726B001AA	Copy Control Interface Kit-A1	\$29.00	\$0.90	\$0.75	\$0.64
4784B001AA	Copy Card Reader-F1	\$236.00	\$7.29	\$6.11	\$5.17
3730B004AA	Copy Card Reader Attachment-A4	\$46.00	\$1.42	\$1.19	\$1.01
4781B001AA	Canon Card Set-A1 (1-30)	\$87.00	\$2.69	\$2.25	\$1.91
4781B002AA	Canon Card Set-A2 (31-100)	\$191.00	\$5.90	\$4.95	\$4.18
4781B003AA	Canon Card Set-A3 (101-200)	\$254.00	\$7.85	\$6.58	\$5.56
4781B004AA	Canon Card Set-A4 (201-300)	\$254.00	\$7.85	\$6.58	\$5.56
4781B005AA	Canon Card Set-A5 (301-500)	\$514.00	\$15.88	\$13.31	\$11.26
4781B006AA	Canon Card Set-A6 (501-1000)	\$1,294.00	\$39.98	\$33.51	\$28.34
8002A004AB	X-Rite i1 (for ImagePASS-B2 & ColorPASS-GX400)	\$1,105.00	\$34.14	\$28.62	\$24.20
8514B028AA	iPR Server F200 V1.2 & Control Panel Set	\$16,225.00	\$501.35	\$420.23	\$355.33
8515B028AA	iPR Server G100 V1.2 & Control Panel Set	\$7,150.00	\$220.94	\$185.19	\$156.59
0134B003AA	Removable Hard Disk Drive Kit-B1 (for ColorPASS-GX400)	\$1,073.00	\$33.16	\$27.79	\$23.50
2351B006AA	Fiery Compose	\$935.00	\$28.89	\$24.22	\$20.48
6596A042AA	Fiery Impose	\$2,083.00	\$64.36	\$53.95	\$45.62
6596A043AA	Fiery Impose and Compose	\$2,550.00	\$78.80	\$66.05	\$55.85
7752A029AA	Productivity Package Web Activate	\$6,800.00	\$210.12	\$176.12	\$148.92
7752A030AA	Graphic Arts Package Premium Web Activate	\$5,270.00	\$162.84	\$136.49	\$115.41
1099V652	Integrated Interface & Stand-A1 (for ColorPASS-GX400)	\$2,363.00	\$73.02	\$61.20	\$51.75
3077B121AA	FIERY JOB MASTER	\$3,570.00	\$110.31	\$92.46	\$78.18
3077B115AA	FIERY JOB MASTER ANNUAL MAINTENANCE	\$595.00	\$18.39	\$15.41	\$13.03
3077B122AA	FIERY JOB MASTER AND IMPOSE	\$5,100.00	\$157.59	\$132.09	\$111.69
3077B116AA	FIERY JOB MASTER AND IMPOSE ANNUAL MAINTENANCE	\$850.00	\$26.27	\$22.02	\$18.62
2738B007AA	WEB ACCESS-H1	\$132.00	\$4.08	\$3.42	\$2.89
8661B001AA	USB Device Port-A3	\$58.00	\$1.79	\$1.50	\$1.27
3679B005AA	Remote Fax Kit-A1	\$231.00	\$7.14	\$5.98	\$5.06
8662B001AA	M.MEDIA READ/WRITE-A3	\$347.00	\$10.72	\$8.99	\$7.60
3405B027AA	SEND ADVANCED-G1E	\$715.00	\$22.09	\$18.52	\$15.66
4002B004AA	DATA ERASE-C1E	\$188.00	\$5.81	\$4.87	\$4.12
1642B010AA	AMS KIT-B1E	\$347.00	\$10.72	\$8.99	\$7.60
3681B003AA	Voice Guidance Kit-F2	\$630.00	\$19.47	\$16.32	\$13.80
8660B001AA	3.5INCH/1TB HDD-M1	\$751.00	\$23.21	\$19.45	\$16.45
1161C002AA	HDD ENCRYPTION & MIRRORING KIT-E2	\$288.75	\$8.92	\$7.48	\$6.32
3741B002AA	REMOVABLE HDD KIT-AB2	\$578.00	\$17.86	\$14.97	\$12.66

### Maintenance Pricing

Model	Option	Description	Pricing
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iR 8595	Option 1	Cost Per Copy Charge	\$0.0064
iR 8505	Option 1	Cost Per Copy Charge	\$0.0061
C65	Option 1	Cost Per Copy Charge BW	\$0.0153
		Cost Per Copy Charge CLR	\$0.0680

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San José, CA 95127

13.07

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: Approve/Ratify Notices of Employment and Changes of Status/August 9, 2018/  
Human Resources Department

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

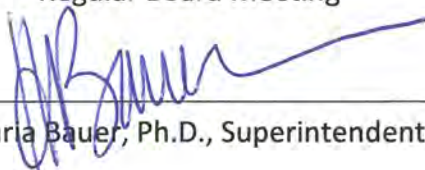
The Board is requested to approve the hiring of any new employee, and any change of status for existing employees.

Submitted by: Jess Serna Title: Interim Assistant Superintendent,  
Human Resources

To the Board of Trustees:  
**Recommend Approval**

Meeting: August 9, 2018  
Regular Board Meeting

13.07  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-  
HUMAN RESOURCES DEPARTMENT  
MEETING OF THE BOARD OF TRUSTEES  
August 9, 2018**

**CERTIFICATED OFFERS OF EMPLOYMENT:**

**I. New Hires Effective 8/15/2018:**

1. Alarcon, David	Psychologist/Special Education Dept.
2. Arora, Sarika	Resource, Science/Russo/McEntee Academy
3. Cetinich, Alyssia	Program Specialist/Special Education Dept.
4. Chien, Kristen	Speech Therapist/Special Education Dept.
5. Corea, Devin	RSP/APTITUD Community at Goss
6. Formariz, Megan	Core/Renaissance Academy I
7. Garver, Ashley	RSP/Special Education Dept.
8. Garvey, Stephen	Psychologist/Special Education Dept.
9. Herrell, Kelly	Core/Renaissance Academy II
10. Jaari, Yael	Teacher, Bilingual/ADELANTE Academy II
11. Kachagin, Sergey	Psychologist/Special Education Dept.
12. Lee, Jasmine	Speech Therapist/Special Education Dept.
13. Lima, Maria	PreK SDC/Special Education Dept.
14. Mata, Loren	PreK SDC/Special Education Dept.
15. Nieto, Deanna	4/Painter Elementary
16. Pruett, Lee	Psychologist/Special Education Dept.
17. Ramos, Beaubea	PreK SDC/Special Education Dept.
18. Tenorio, Clara	Teacher, Bilingual/ADELANTE Academy II
19. Tostado, Olivia	Teacher, Bilingual/ADELANTE Academy I
20. Vega, Arturo	3/Ryan Elementary
21. Vinken, Katherine	RSP/Special Education Dept.
22. Wagner, Julie	Speech Therapist/Special Education Dept.

**II. Employee Contracts:**

1. Metsers, Angelina	Marriage & Family Therapist	07/01/2018-06/30/2019
2. Moreno, Albert	Substitute Principal	08/01/2018-06/30/2019
3. Santibanes, Gerald	Substitute Principal	08/01/2018-06/30/2019

**CERTIFICATED CHANGES OF STATUS:**

**III. One Year Nonpaid Personal Leave of Absence:**

1. Ramos, Barbara	Teacher, Music/V.A.P.A. Program	07/01/2018-06/30/2019
2. Sheehy, Ryan	Teacher, P.E./APTITUD Community at Goss	07/01/2018-06/30/2019

**IV. Retirement:**

1. Tinkelenberg, Peter	Core/Renaissance Academy II	06/15/2018
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## **CLASSIFIED PERSONNEL – August 9, 2018**

### **CLASSIFIED OFFERS OF EMPLOYMENT:**

#### **I. New Hire:**

1. Alkurjy, Christina Juliet	Library & Learning Center Assistant/ Fischer & Renaissance I	08/20/18
2. Amezcua, Karina Rocio	Paraeducator Special Education II/Ocala	08/20/18
3. De La Cruz, Ricardo	Bus Driver/Transportation	08/14/18
4. Duong, Jacqueline Thien An	Paraeducator Special Education I/Cassell	08/20/18
5. Gallo, Jose Luis	Maintenance Worker II/M.O.T	07/30/18
6. Gauntt, Andrea Cecilia	School Administrative Assistant/Aptitud	08/03/18
7. Gomez, Zulema Aransazu Carrillo	Bus Driver/Transportation	08/14/18
8. Hernandez, Ana Maria	Health Assistant/Ryan	08/20/18
9. Jeanpierre, Gabrielle Janelle	Paraeducator Special Education I/Chavez	08/20/18
10. Jimenez, Maria Eugenia	Child Nutrition Assistant I/Ocala	08/21/18
11. Vu, My Tien	Paraeducator Special Education II/Lyndale	08/20/18

#### **II. Change of Status:**

1. Sapien, Shannon Lee	Paraeducator Special Education I/Sheppard	08/20/18
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#### **III. Retirement:**

1. Alvarado, Alicia	Child Nutrition Assistant II/Arbuckle	07/30/18
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#### **IV. Contracted Employee:**

1. Gumisad, Stacey Anne Ledesma	Instructor/Assistant/VAPA	08/20/18-06/30/18
2. Ramirez, Laura Anna	Vocal Jazz Instructor/VAPA	08/20/18-06/30/18



ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

13.08

To the Board of Trustees:

Date: July 30, 2018

**Subject:** Certification of Correction for the 2016-2017 Audit Report

**Staff Analysis:** Assembly Bill 3627, Chapter 1002/94 requires the County Office of Education to review the District's independent audit report for audit exceptions, and to determine that the District has either corrected the exceptions or has an acceptable plan of corrections (see attached letter from SCCOE dated May 2, 2018). The District had four (4) findings for fiscal year 2016-2017 and one (1) prior year finding. Below are the corrective action plans for each of the findings.

**2007-001 Material Weakness – Financial Reporting (3000)**

- District has trained designated staff to perform monthly reconciliation of cash. All of prior period reconciling items have been cleared and the District is current with its monthly cash reconciliation. Additionally, the District has cross-trained various staffs in the accounting department to ensure coverage.
- District has assigned and trained staff to work with the Fiscal Expert Team and consultant to perform reconciliation of payables and receivables accounts.
- District has implemented internal control procedures to document paper trails of communication between payroll, human resources and accounting departments.
- District has been working with its third party vendor for bond program management and construction management services to collect documents in order to complete the District's project files. District staff has been updating the Board on a monthly basis regarding the status of the request for documents from its third party vendor. On May 29, 2018 the Governing Board voted to terminate the program management services for both Measure J and I.
- District has implemented internal control procedures that require a three tiered signatures before invoices for capital asset additions are processed for payments.

**2017-002 Deficiency – Unduplicated Local Control Funding Formula (4000)**

The District has implemented a virtual repository system to be able to maintain and retrieve records that are necessary to meet the auditors' requests.

**2017-003 Deficiency – After School Education and Safety Program (6000)**

District staff will meet with Mathson site coordinator to discuss the discrepancy and provide more training, if necessary and as needed. Additionally, District will conduct a third quarter audit for all schools and a more detailed audit will be done for Mathson school site to ensure all students are accounted for. Lastly, District staff will review Mathson ASES attendance on a monthly basis through the end of the school year.

**2017-004 and 2016-001 – Attendance Reporting (1000)**

The District will provide training to all school sites to review the process and controls in accounting for attendance. The District will also provide one-on-one training as needed, and when requested by school sites. Additionally, the District will continue to conduct monthly meetings with staff responsible for reporting attendance and provide on-going training.

**Recommendation:** Staff recommends the Board approve the above Correction Action Plans.

Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

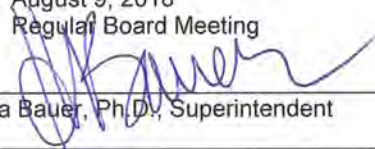
Meeting:

August 9, 2018

Regular Board Meeting

Recommend Approval 

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_